

CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
ORDINANCE NO. 07- 09

AN ORDINANCE ADOPTING FINDINGS TO GRANT A BALLOT MEASURE 37 WAIVER OF THE TIGARD DEVELOPMENT CODE AND COMPREHENSIVE PLAN POLICIES THAT ARE MORE RESTRICTIVE THAN THOSE IN PLACE ON DECEMBER 7, 1992 WHEN THE 1.14 ACRES LOCATED SOUTH OF McDONALD STREET AND EAST OF SW 100TH AVENUE (WCTM 2S111BB, TAX LOT 00500) WAS PURCHASED BY ROBERT E. RUEDY, AND TO ALLOW DEVELOPMENT UNDER THE TIGARD DEVELOPMENT CODE IN PLACE AT THAT TIME, SUBJECT TO APPLYING FOR AND RECEIVING SITE DEVELOPMENT REVIEW APPROVAL (M372006-00006).

WHEREAS, the voters of the State of Oregon passed Ballot Measure 37 in 2004; and

WHEREAS, Ballot Measure 37 provides the responsible governing body to either pay compensation for reduced property value or waive the regulations where property is owned prior to the adoption of land use regulations; and

WHEREAS, a claim was made by Robert E. Ruedy in the amount of \$600,000.00 as the reduction in the value of the property under the current Tigard Development code; and

WHEREAS Robert E. Ruedy has owned the property since December 7, 1992 preceding the current Tigard Development Code and other applicable standards;

NOW, THEREFORE, THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: The attached staff report and vicinity map (**Exhibit A**) and applicant's materials (**Exhibit B**) are hereby adopted as findings.

SECTION 2: A waiver from the Tigard Development Code Standards is hereby granted to Robert E. Ruedy to apply for Site Development Review under the code and zoning that was in place on December 7, 1992. Once Robert E. Ruedy ceases to be the owner, however, any expansion or major modification beyond development applied for during this ownership shall be subject to the land use regulations in effect at the time of application.

SECTION 3: This waiver applies to the property south of McDonald Street and east of SW 100th Avenue in Tigard addressed as 14185 SW 100th Avenue, and legally described as WCTM 2S111BB, Tax Lot 00500.

SECTION 4: This ordinance shall be effective 30 days after its passage by the Council, signature by the Mayor, and posting by the City Recorder.

PASSED: By unanimous vote of all Council members present after being read by number and title only, this 24th day of April, 2007.

Catherine Wheatley
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this 24th day of April, 2007.

C. A. D.
Craig Dirksen, Mayor

Approved as to form:

Smith & Kauri
City Attorney

4.24.07
Date

Agenda Item:

Hearing Date:

April 24, 2007

Time: 7:30 PM

**STAFF REPORT TO THE
CITY COUNCIL
FOR THE CITY OF TIGARD, OREGON**

180 DAY CLAIM PROCESSING PERIOD = 5/30/2007

SECTION I. CLAIM SUMMARY

FILE NAME: RUEDY PROPERTY COMPENSATION CLAIM
CITY CASE NO: Measure 37 Claim (M37) M372006-00006

CLAIMANT: Robert E. Ruedy
14185 SW 100th Avenue
Tigard, OR 97224
OWNERS: Same

CLAIM: The amount claimed as compensation is \$600,000.00 for the loss of six lots at \$100,000 each.

**AFFECTED
REGULATION:** The Claimant seeks a waiver of unspecified "City of Tigard comprehensive plan change, and other changes that may have impacted the comprehensive use of the property within its current zoning at the time of original purchase in 1992 until the present." The applicant's supporting materials refer generally to Chapter 18.510, Residential Zoning Districts. No specific code provisions are cited. Furthermore, the claimant provides no specific development plan, but instead offers a list of development options. Because the compensation claimed is for loss of six single-family lots, staff has limited its review to that development scenario.

ZONING

DESIGNATION: R-12: Medium-Density Residential District. The R-12 zoning district is designed to accommodate a full range of housing types at a minimum lot size of 3,050 square feet. A wide range of civic and institutional uses are also permitted conditionally.

LOCATION: 14185 SW 100th Avenue; WCTM 2S111BB, Tax Lot 00500.

APPLICABLE

CODE CRITERIA: Municipal Code Chapter 1.20.

SECTION II. STAFF RECOMMENDATION

Staff recommends that the City Council review the following report and determine whether the claim is valid. Staff further recommends that Council deny the monetary claim and waive the regulations as described in the conclusion section of this report.

SECTION III. BACKGROUND

The subject 1.14-acre parcel is located south of McDonald Street and east of SW 100th Avenue and is developed with a single-family residence built in 1954. The parcel is part of the November 1, 1906 Tigardville Heights subdivision. The parcel is currently zoned R-12, which was also the zoning designation at the time the claimant acquired the subject parcel (September 1991 Comprehensive Plan Zoning Districts map).

SECTION III. APPLICABLE CRITERIA AND FINDINGS

Section 1.20.030 states a property owner wishing to make a claim against the City under Measure 37 shall first submit a claim to the City. A claim under Measure 37 must be in writing and include:

A. Identification of the affected property. Identification may be by street address, subdivision lot number, tax lot number, or any other information that identifies the property.

The claimant identifies the property as "14185 SW 100th Avenue, Tigard, OR, 97224; WCTM 2S111BB, Tax Lot 00500.

B. The name and contact information of the person making the claim, the date the Claimant acquired the property, and, if applicable, the date that a family member of Claimant acquired the property and the names and relationships of family members that are previous owners.

The name and contact information of the person making the claim is Robert E. Ruedy, 14185 SW 100th Avenue, Tigard, OR 97224; Phone: (503) 620-5997. The property was acquired by the claimant and his wife, Donna Ruedy, on December 7, 1992 as shown in the Warranty Deed for the property. A Bargain and Sale Deed, dated June 17, 2005 conveyed Dona Ruedy's interest to Robert Ruedy, who is presently the sole owner.

C. A list of all persons with an ownership interest in or a lien on the property.

The claimant is the sole owner of the subject property.

D. Identification of the regulation that is alleged to restrict the use of the affected property and a statement describing how the restriction affects the value of the property.

The claimant states that the "City of Tigard Comprehensive Plan change, and other changes may have impacted the comprehensive use of said property within its current zoning at the time of original purchase in 1992, until the present." The claimant generally refers to TDC Chapter 18.510, Residential Zoning District regulations and to potential restrictions associated with streets, stormwater mitigation, irrigation wells, trees, variances and conditional uses.

The claimant asserts that the number of lots allowed under the current code is reduced by six and that the restrictions reduce the value by \$600,000 (6 lots at \$100,000 each).

Because the claimant does not identify specific standards and does not provide information to substantiate the compensation claim, there is some question as to whether the claimant has provided sufficient detail to assess the claim. Furthermore, the proposed single-family residential use and the proposed density are the same now as prior to the claimant's ownership. However, in his submittal materials, the claimant lists items such as street improvement requirements (widths, cul-de-sac radii, hammer-head dimensions) which could marginally limit the available property for development.

E. A statement whether the Claimant prefers compensation or a waiver, suspension or modification of the regulation, and a statement describing the extent to which the regulation would need to be waived, suspended or modified to avoid the need for compensation. A description of the proposed use must be provided.

The claimant states a preference for “either or both, compensation for, or waiver of, the regulation.”

The claimant did not submit a statement describing the extent to which the regulation would need to be waived, suspended or modified to avoid the need for compensation.

The claimant proposes several development scenarios including:

- Dividing the property into two lots, one for the existing single-family dwelling, and the other for multi-family housing, group care residential, family day care, group residential treatment, or hospital; or
- Dividing the property into 12 lots (in addition to the existing single-family residence) for mobile homes, manufactured homes, townhouses; or
- Dividing the property into 6 lots (in addition to the existing single-family residence) as multi-family units, duplex residential units, or single-family attached.

F. The amount claimed as compensation and documentation supporting the amount. The documentation shall include a market analysis, an appraisal, or other documentation at least equivalent to a market analysis.

The claimant states the amount of just compensation is the “loss of six units at \$100,000.00 each,” or \$600,000.00. The claimant has not provided an appraisal or market analysis of the subject property to support the claim. The claim is based on the unsubstantiated assertion that at the time of purchase, 12 lots could have been developed, and that under current regulations only 6 lots would be allowed.

G. The name and contact information of the Claimant’s authorized representative or representatives, if applicable.

NA

Section 1.20.080 outlines the criteria for making a decision on the compensation claim. In deciding the claim, the Decision Maker may take any of the following actions:

1. Deny the claim based on any one or more of the following findings:

a. The regulation does not restrict the use of the private real property.

The regulation cited by the claimant, TDC 18.510, includes allowable uses and residential zoning district development standards, Tables 18.510.1 and 18.510.2, respectively. The claim is based on the loss of six lots for allowed uses. Yet, a brief staff analysis shows that 12 to 13 lots for single-family use may be allowed under current standards. Staff finds that current regulation does not restrict the type of uses the claimant has proposed or the density of use proposed. It appears that the claimant believes that development standards for such items as water quality and street standards would restrict development even though he has not explored variances or adjustment allowed by the present code. Therefore, the claim could be denied.

Note: As there has been no litigation on this issue, the claimant could go to court for a determination of the basis of a denial.

b. The fair market value of the property is not reduced by the passage or enforcement of the regulation.

The claimant has not submitted information to support the proposed compensation. The claimant has not provided information on which to base a reduction in fair market value as determined by the difference between the market value of the property as is with current regulations and the market value of the same property without the regulations adopted since the property was acquired that reduce the value of the property. Therefore, the claim could be denied.

Note: As there has been no litigation on this issue, the claimant can go to court for a determination of the basis of a denial.

c. The claim was not timely filed.

The claim was filed within two years of passage of Measure 37. It was timely filed on December 1, 2006.

d. The Claimant is not the current property owner.

According to the title information, the claimant is the current property owner.

e. The Claimant or family member of Claimant was not the property owner at the time the regulation was adopted.

The claimant has owned the property since December 7, 1992. The Claimant owned the property at the time the cited regulation was adopted.

f. The regulation is a historically and commonly recognized nuisance law or a law regulating pornography or nude dancing.

TDC 18.510 includes regulations with respect to residential uses and development standards neither of which are considered nuisance laws.

g. The regulation is required by federal law.

TDC 18.510 consists of land use regulations, which are typically in the domain of local governments and not required by federal law, as is the case with these regulations.

h. The regulation protects public health and safety.

The regulations in 18.510 have the purposes to preserve neighborhood livability and encourage construction of affordable housing. Zoning districts are described, uses are listed, minimum and maximum density is established and development standards are provided for lot size, width, setbacks, building height, lot coverage and landscaping. In addition, 18.510.050.A.2 requires all development to comply with all other applicable standards and requirements contained in this title (Title 18, Development Code).

Arguably, setback requirements are designed for the benefit of public health and safety, as they ensure a minimum outdoor open space and adequate emergency access between buildings, specifically, and protect the livability of existing and future neighborhoods, generally.

i. The City is not the entity responsible for payment. The City is not responsible if the challenged law, rule, ordinance, resolution, goal or other enactment was not enacted or enforced by the City.

The City enacted the present zoning designation and development standards, and is therefore, the jurisdiction responsible for payment, if payment is required.

j. The City has not taken final action to enforce or apply the regulation to the property for which compensation is claimed.

Although pre-application conferences were held in March, August, and October of 1992 for several proposed development scenarios, no detailed development plan or land use proposal has been reviewed or final action taken to apply the challenged regulations to the subject property.

k. The City has not established a fund for payment of claims under Measure 37.

No such fund has been established at this time. If the City finds the claim to be a valid claim, the City should waive the regulation and deny the claim for compensation.

l. The Claimant is not legally entitled to compensation for a reason other than those listed in subsections a through k. The basis for this finding must be clearly explained.

Staff finds no other reasons, aside from those already listed, to deny the claim.

2. Pay compensation, either in the amount requested or in some other amount supported by the evidence. If the City pays compensation, the City shall continue to apply and enforce the regulation. Any compensation shall be paid from funds appropriated for that purpose. The City may require any person receiving compensation to sign a waiver of future claims for compensation under Measure 37 and the City may record that waiver with the County Recorder.

The City Council will need to make a determination of whether funds may be appropriated to pay any valid claim. Staff finds that the evidence does not support the compensation request, and suggests that any claim paid be subject to development review and an appraisal to determine the appropriate value of the claim. But clearly, the City has not appropriated any funds for compensation and staff recommends instead that the Council opt for waiver of any affected regulations.

3. Waive or not apply the regulation to allow the owner to use the property for a use permitted at the time the Claimant acquired the property.

Staff notes that it appears that the claimant's proposed 13-lot development under the present zoning could be approved and suggests that a development plan be filed to determine to what extent the regulations, in fact, affect the property. Without this review, Staff recommends that a general waiver of applicable rules may be granted, and that any waiver shall run with the person, and not the land. The waiver would require the claimant to apply for land use under the substantive standards in effect as of December 7, 1992, and use the current development review process for the type of application made.

4. Modify the regulation so that it does not give rise to a claim for compensation. Any such modification shall be for the specific property only unless the City follows the procedure for a legislative land use decision.

No specific regulation has been cited by the claimant. Staff notes that it appears that the claimant's proposed 13-lot development under the present zoning could be approved, and suggests that a development plan be filed to determine to what extent the regulations, in fact, affect the property. Staff recommends that any modification of applicable rules to avoid compensation be considered subject to development review, and that any waiver shall run with the person, and not the land.

5. Conditionally waive or suspend the regulation subject to receipt of a defined amount of contributions toward compensation by a specified date from persons opposed to the waiver or suspension, such as persons who believe they would be negatively affected by waiver or suspension, with the waiver or suspension being granted if the defined amount of contributions is not received by the specified date. If the contributions are received, compensation shall be paid within 180 days of the date the claim was filed. The specified date shall allow the City time to process the contributions and pay compensation.

No contributions for compensation have been identified at this time.

The Decision Maker may take other actions it deems appropriate in individual circumstances, may modify the listed actions, and/or may combine the listed actions, consistent with Measure 37. The Decision Maker may negotiate an acceptable solution with the Claimant or may direct staff to negotiate with the Claimant. In the event that the Decision Maker directs staff to negotiate, the matter shall be set for further action by the Decision Maker no less than 175 days from the date of the notice of claim became complete. The Council shall take final action within 180 days of the claim. The Decision Maker shall take actions 2 through 5 only if it determines the claim is valid.

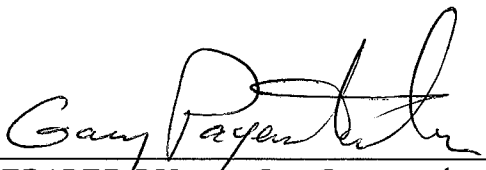
If Council finds the claim is valid and wishes to negotiate an acceptable solution with the Claimant, the matter shall be set for further action by Council by May 22, 2005 and for final action by May 30, 2007.

A decision by a Decision Maker other than Council shall not be a final decision, but shall be a recommendation to Council.

This report represents only a recommendation to the City Council and is not a final decision of the City.

SECTION IV. CONCLUSION

Staff finds that there is no basis for a compensation claim and suggests the City Council could deny the claim. However, because of the ambiguity of the claim with respect to the intended use and the affected regulations, staff recommends Council waive any regulations that may be affected, subject to development review for a specific development proposal. The particular terms of the waiver are described in the attached ordinance.


PREPARED BY: Gary Pagenstecher
Associate Planner

April 10, 2007
DATE

VICINITY MAP

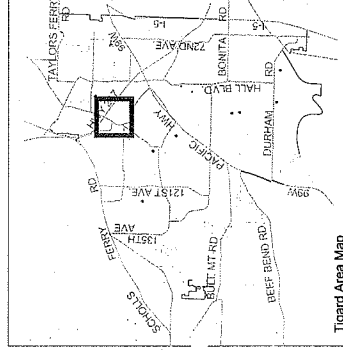
M372006-00006

ROBERT E. RUEDY
MEASURE 37 CLAIM

LEGEND:



SUBJECT
SITE



Tigard Area Map



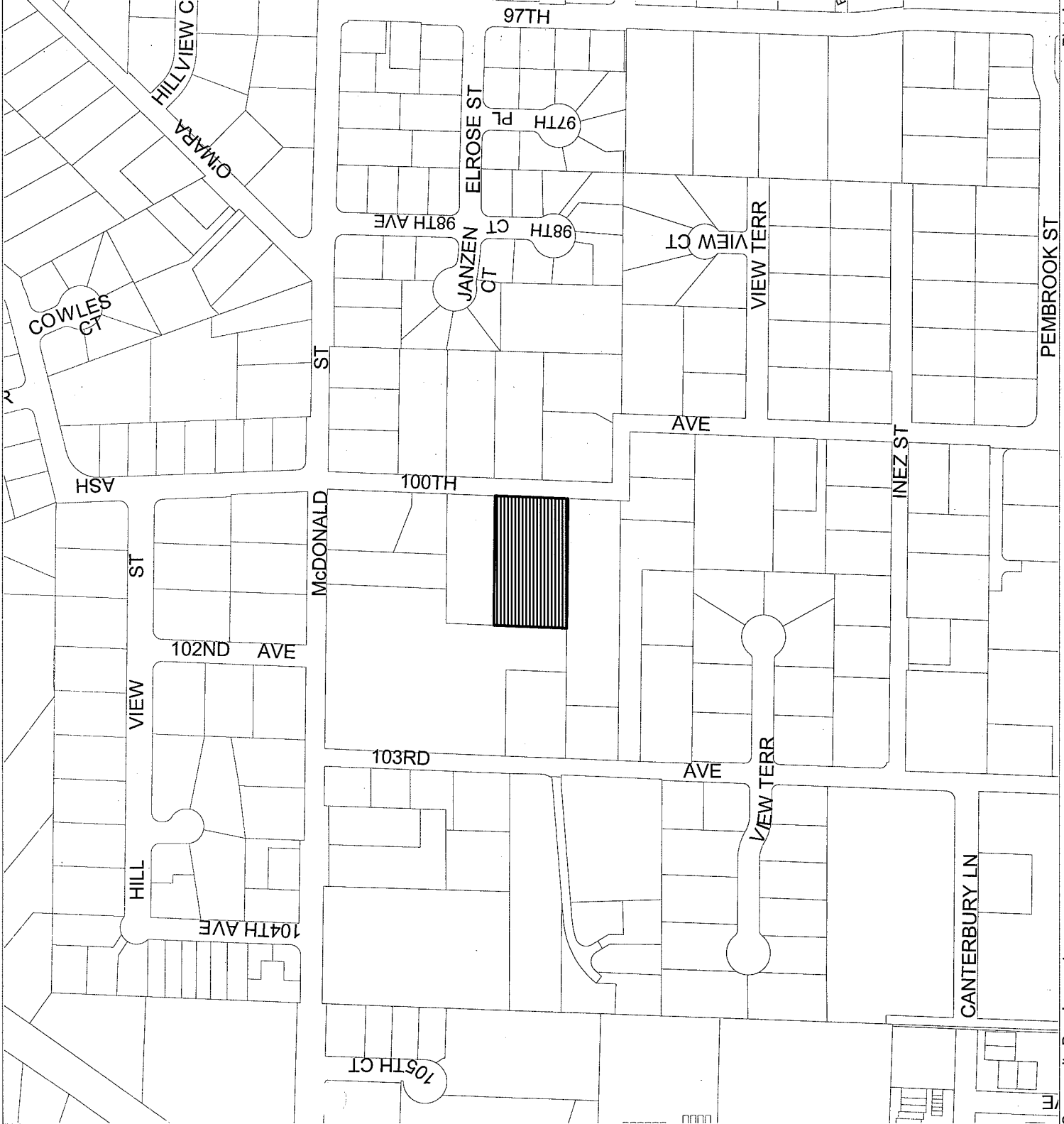
0 100 200 300 400 500 Feet

1"= 487 feet



Information on this map is for general location only and should be verified with the Development Services Division.
13125 SW Hall Blvd
Tigard, OR 97223
(503) 639-4171
<http://www.ci.tigard.or.us>

Plot date: Feb 2, 2007; C:\magic\MAGIC03.APR





PROCEDURE FOR BALLOT MEASURE 37 COMPENSATION CLAIM

City of Tigard Permit Center 13125 SW Hall Blvd., Tigard, OR 97223
Phone: 503.639.4171 Fax: 503.598.1960

The claim must be in writing and include the information listed below. The claim shall not be considered filed until all of the requirements of the procedure are met.

FOR STAFF USE ONLY

Case No.: 180 = MAY 30 M372006-00006 Application Accepted By: KJP
Date: 12/1/06 2006# 2006.5684 Date Determined Complete: _____
Deposit: \$1,000 (Deposit to be refunded if claim is determined to be valid. If claim is denied and ultimately determined invalid, the claimant shall reimburse the City for the costs the City incurs in processing the claim. If reimbursement exceeds the deposit, the claimant shall pay any additional amount within 30 days of a demand by the City for full payment. If costs are less than the deposit, the difference will be refunded to the claimant.)

IDENTIFICATION OF AFFECTED PROPERTY

Property Street Address/Location(s): 14185 SW 100TH AVENUE, TIGARD, OR 97224

Tax Map & Tax Lot # (s): 25141BB-00500

Subdivision Lot # (s): MAP # 23-74

CLAIMANT INFORMATION

Property Owners/Claimants/Deed Holders*: ROBERT E. RUEDY
Address: 14185 SW 100TH AVENUE Phone: (503) 620-5997
City/State: TIGARD, OR Zip: 97224-4951
(Attach list if more than one)

Date Claimant Acquired Property: DECEMBER 10, 1992

Date Family Member of Claimant Acquired Property (if applicable): NA

Names and Relationships of Family Members that are Previous Owners (if applicable):

NA

(Attach list if additional space is needed)

Lien/Security Interest Holders of the affected property: WELLS FARGO HOME MORTGAGE

Address: _____ Phone: _____
City/State: _____ Zip: _____
(Attach list if more than one)

* When the owner and the applicant are different people, all owners of the affected property must sign this application in the space provided on the back of this form. If the affected property is owned by two or more persons and not all owners seek compensation, all owners who do not seek compensation shall sign a waiver of the right to compensation.

REGULATION RESTRICTING USE

Identify the regulation that is alleged to restrict use of affected property. Provide a statement describing how the restriction affects the value of the property. (Attach additional materials as necessary)

CITY OF TIGARD COMPREHENSIVE PLAN CHANGE, AND OTHER CHANGES THAT MAY HAVE IMPACTED THE COMPREHENSIVE USE OF SAID PROPERTY WITHIN ITS CURRENT ZONING AT THE TIME OF ORIGINAL PURCHASE IN 1992 UNTIL THE PRESENT.

CLAIM PREFERENCE

Provide a statement of whether claimant prefers compensation or a waiver, suspension, or modification of the regulation.

~~OWNER'S CHOICE OF COMPENSATION OR WAIVER~~ ~~OR MODIFICATION OF THE REGULATION OR COMPENSATION.~~
OWNER'S CHOICE OF ^{EITHER OR BOTH} COMPENSATION ^{FOR} OR WAIVER ~~OF~~ THE REGULATION.

Include a statement describing the extent to which the regulation would need to be waived, suspended, or modified to avoid the need for compensation. A description of the proposed use must be provided. (Attach additional materials as necessary)

ALL EXTENTS NECESSARY TO RETURN THE LOT(S) BACK TO THEIR ORIGINAL USE WHEN PURCHASED IN 1992.

AMOUNT OF COMPENSATION

The amount claimed as compensation: LOSS OF 6 LOTS AT \$100,000.00 EACH

Provide documentation supporting the amount. Said documentation shall include a market analysis, appraisal, or other documentation at least equivalent to a market analysis.

Claimants' Authorized Representative(s) if applicable.

NONE

SIGNATURES of each owner of the subject property.

DATED this 12TH / ~~12~~ / 06 day of DECEMBER, 2006
(RP)

Robert E. Rudy
Owner's Signature

Owner's Signature

Owner's Signature

Owner's Signature



Receipt #: 272006000000000005684

Date: 12/01/2006

Line Items:

Case No	Tran Code	Description	Revenue Account No	Amount Paid
M372006-00006		[M37-CD] Measure 37 Deposit	100-0000-229080	1,000.00
Line Item Total:				\$1,000.00

Payments:

Method	Payer	User ID	Acct./Check No.	Approval No.	How Received	Amount Paid
Check	ROBERT E. RUEDY	kjp	8586		In Person	1,000.00
Payment Total:						\$1,000.00

Robert E Ruedy
14185 SW 100th Avenue
Tigard, OR 97224-4951
(503) 620-5997

LETTER OF TRANSMITTAL

Date: 12/5/06 Job No. Ruedy Property
ATTN: K. J. Peerman
RE: Measure 37 Claim Filing

TO: Permit Center & Planning Department
City of Tigard, Oregon
13125 SW Hall Blvd.
Tigard, Oregon 97223

Subject: Supplemental Information

RECEIVED
DEC 05 2006
CITY OF TIGARD
PLANNING/ENGINEERING

Transmitted are the following: ☒ Attached ☐ Under Separate Cover via _____ the following items:

- ☐ Permit Drawings ☐ General Specifications/Scope of Work ☐ Shop Drawings ☐ Submittals ☐ Samples
☐ Change Order ☐ AutoCAD file(s) ☐ As-Built Drawings ☐ O & M Manual(s) ☐ Copy of letter
☒ Other: Supplemental Information as listed below.

Item No.	Copies:	Dated:	Doc. No.:	Page No.:	Rev. No.	Description:
1	1 set	12/4/06	M37.10	Pgs 1-14 of 14	1	State of Oregon Measure 37 (M37) Claim Form with reference to Exhibits A thru W.
2				Pg. of		
3				Pg. of		
4				Pg. of		
5				Pg. of		

- ☐ For Approval ☐ Approved as Submitted ☐ Resubmit _____ sets of copies for Approval
☒ For Review and Comment ☐ Approved as Noted ☐ Submit _____ sets of copies for Distribution
☐ For Your Use ☐ Returned for Corrections ☐ Returned _____ sets of Corrected Prints
☐ As Requested ☐ For Bids Due __/__/__ @ ____ AM/PM ☐ Price Prior to Proceeding
☐ Other:

Routed By:

- ☐ Fax Immediately ☐ Courier/Taxi ☐ Fed Ex - Priority Overnight
☐ UPS - Overnight ☐ U.S. Mail - Overnight delivery ☐ Fed Ex - Standard Overnight
☐ UPS - 2nd Day Air ☐ U.S. Mail - Standard delivery ☒ Hand Deliver
☐ E-Mail/Modem ☐ U.S. Mail - Standard ☐ Other _____

Comments: Please attach these documents to the City of Tigard, Measure 37 Claim Form submitted December 1, 2006 awaiting city staff review.

Copy to: File

RECEIVED

DEC 05 2006

CITY OF TIGARD
PLANNING/ENGINEERING

Signed: Robert E. Ruedy



M37 Claim Form

Risk Management - State Services Division

1225 Ferry St. SE, Suite U160, Salem, Oregon 97301-4292

Web Site: <http://www.oregon.gov/DAS/Risk/M37.shtml> Phone: 503-378-5513

INSTRUCTIONS FOR SUBMITTING A CLAIM

This form identifies the information that is required for the State of Oregon to act on a claim made under ORS 197.352 (2004 Oregon Ballot Measure 37). Please complete each box of the claim form, and attach any additional information or evidence that you want to support the claim. Attached documents may not be used to complete sections 1 or 2, or any section that requires a signature.

- Claims may only be submitted by an Owner or an Authorized Agent of the Owner.
- Claims may only be submitted: in person, by private carrier, by U.S. Postal Service Certified, or by Registered Mail to:
Risk Management-State Services Division, 1225 Ferry St. SE, U160, Salem OR 97301 - 4292
- Only Original Signed Claims will be accepted, claims submitted electronically or by facsimile, will **not** be accepted.
- If you need more space, attach *separate sheets of paper* as needed, with reference to the appropriate **Section number on this form**.
- Claim criteria/requirements may be found in Oregon Administrative Rules 125-145-0010 to 0120

Section 1 NAME AND CONTACT INFORMATION OF ALL CLAIMANTS/PROPERTY OWNERS

Enter the name and contact information of each person that this claim is submitted for. Please note, the claimant(s) *must* own an interest in the property. If the present owner of the property is a business entity (such as a corporation), the claim should be made by an appropriate authorized person on behalf of that entity. If the property has been placed in a trust, the claim should be made by a trustee of the trust.

Name of Claimant #1: Robert E. Ruedy	Day Time Phone #: (503) 819-7898 or (503) 620-5997	
Address: 14185 SW 100th Avenue		
City: Tigard	State: OR	Zip: 97224-4951
To file a claim for a particular property, you must own an interest in that property. Please describe what your ownership interest in the property is (e.g., fee title, contract purchaser, lessee, life estate holder, etc.). Sole Owner via home mortgage of the property described herein.		

ATTACH ADDITIONAL SHEETS FOR ADDITIONAL CLAIMANTS IF NEEDED

Section 2 NAME AND CONTACT INFORMATION OF PERSON SUBMITTING CLAIM (AGENT, IF ANY)

If you have an attorney, relative, or some other person who is filing this claim for you, enter the name and contact information of that person.

Name of Agent: Robert E. Ruedy	Day Time Phone #: (503) 819-7898	
Address: 14185 SW 100th Avenue		
City: Tigard	State: OR	Zip: 97224-4951
You must attach a written notarized statement signed by the claimant(s), or a Power of Attorney, properly authorizing this person to submit this claim on the claimant's behalf. Attachment: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Since I am the Claimant.		

Section 3 THE PROPERTY THE CLAIM IS FOR

Identify the property(ies) the claim is for. You should attach a county tax lot map, with each tax lot the claim is for marked clearly on the map. To assist in the review of your claim, you also are encouraged to obtain and include a copy of the county tax assessor's "plat" or "deed" card for each tax lot your claim is for. *Attachment if Applicable* ☐

Street Address or nearest intersection: 14185 SW 100th Avenue	
City (only if within a city): Tigard	
County: Washington	State: OR Zip: 97224-4951
Tax Lot #(s): 00500~ "TIGARDVILLE HEIGHTS", Parcels 13 & 14	County Tax Assessor's Map Reference #(s): 2S111BB-00500 (Tax Lot 500)
Township: 2S	Map 23-74 Parcel # R0501905
Range: 1W	Section: 11BB
On what date did the claimant(s) acquire an interest in each tax lot this claim is for? December 7, 1992	
Current Zoning (of each tax lot): R-12, 12 units/acre, Minimum lot size: 3050 square feet.	Property Size (acreage of each tax lot): 1.14 Acre
What was the zoning of each tax lot when the claimant(s) acquired the property? R-12, 12 units/acre, Minimum lot size: 3050 square feet.	If the claimant(s) acquired the property from a "family member" (as defined in ORS 197.352), what was the zoning of each tax lot when the family member of the claimant acquired the tax lot? Property was not acquired from a family member, and was purchased at above market price for its future development potential noted herein.
Other Information. If your property is located within a subdivision or partition, please provide a copy of any recorded conditions relating to that subdivision or partition. Attachment: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> The "TIGARDVILLE HEIGHTS" Subdivision of November 1st, 1906.	

Section 4 EVIDENCE OF OWNERSHIP

Include evidence or information documenting that the claimant(s) owns an interest in each lot or parcel the claim is for, when the claimant(s) acquired that interest, and that the claimant(s) have continued to own an interest since that date. The information required by this section may be provided in the form of a preliminary title report, if you also include a copy of the deed or other document conveying an interest in the lot or parcel to the claimant(s), along with copies of the exceptions listed in the title report, and a statement that the claimant has owned the property continuously.

The following is attached as proof that the claimant owns an interest in each lot or parcel:

(provide for each claimant, and each lot or parcel, and list all attachments)

At a minimum, you *must* include a copy of the document conveying an interest in the lot or parcel to the present owner(s) of each property. Normally, this will be a deed.

List any attached documents:

Exhibit A: Deed of Trust (showing date of purchase) and original purchaser(s). Washington Co. #92088048. Recorded 12/10/1992.

Exhibit B: Deed of Reconveyance on September 1, 1998 (showing satisfaction of original "Home Savings Bank" primary mortgage loan #1504113. Washington Co. #98125411. Recorded 11/06/1998.

Exhibit C: Deed of Trust on January 8, 2002 (showing refinance primary mortgage with "Wells Fargo Home Mortgage" loan #23085681. Washington Co. #2002-004944. Recorded on 01/14/2002.

Exhibit D: Short Form Line of Credit Deed of Trust on February 16, 2005 (showing satisfaction of security interest in property). Washington Co. #2005-027433. Recorded 03/15/2005

Exhibit E: Deed of Reconveyance on March 14, 2005 (showing satisfaction of secondary mortgage with "Wells Fargo Financial National Bank" loan #6546 5447 9991 70001. Washington Co. #2005-029520 Recorded on 03/21/2005.

Exhibit F: Bargain and Sale Deed on June 17, 2005 conveying property to Robert E, Ruedy only as sole owner. Washington Co. #2005-069310 Recorded 06/17/2005

Exhibit G: Oregon Measure 37 Property Use Concerns and Impacts listing

Exhibit U: Tax Map indicating the claim property (3 each)

<p>Is the property in a Trust?</p> <p>If yes, please provide the date of the trust.</p> <p>If yes, is the trust Revocable or Irrevocable?</p> <p>If yes, are you filing on behalf of the Trust, as an Individual, or both?</p> <p>If yes, please attach a certificate of trust indicating who the current trustees of the trust are.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Date Property Placed in Trust: Not applicable at this time</p> <p><input type="checkbox"/> Revocable <input type="checkbox"/> Irrevocable Not applicable at this time</p> <p><input type="checkbox"/> Trust <input type="checkbox"/> Individual <input type="checkbox"/> Both Not applicable at this time</p> <p>Not applicable at this time.</p>
<p>Is the Property owned by a Corporation, by a Partnership, by a Limited Liability Company, or by a Limited Liability Partnership?</p> <p>If yes, please provide the name of the business entity that owns the property and the date on which the business entity acquired the property.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name of business entity: Not applicable.</p>

Section 6 State Laws that Restrict Your Desired Use of the Property

Identify the state Land Use Regulations that the Claim is based on, and describe how each restricts the desired use of the Property you described in Section 5. If you believe that state land use regulations, other than those enforced by the Department of Land Conservation and Development (DLCD or LCD) restrict your desired use, then you must specifically identify those land use regulations and describe how they restrict your desired use. Attach additional narrative if you need more space.

<p>Law or Rule: City of Tigard (COT) Land Use Chapter 18.510 updated code dated June, 2002, and preceding code, other related COT and Non-COT related restrictions, and/or Local Fire, Life, Safety regulation/ordinance # _____ restrictions.</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: See below references needed for evaluating M37 cost impacts: These reflected code and other related restrictions will reduce the remaining developable portion of the property to a maximum density of only 6 lots and/or units, or other losses of use and/or reduced maximum density described in section 5 above. The loss would be the remaining 6 lots and associated units originally planned for when purchased in 1992. These are viewed by the Property Owner as Measure 37 Claim Impacts.</p> <p>Attachment if Applicable: Yes <input checked="" type="checkbox"/> See Exhibits G thru R</p>
<p>Law or Rule: City of Tigard Land Use Chapter 18.510 within the 06/2002 Code Update, other related COT and Non-COT related restrictions, and/or Local Fire, Life, Safety regulation/ordinance # _____ restrictions.</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: See below references needed for evaluating M37 cost impacts: With an increase in required road widths, cul-de-sac radii, hammer-head lengths and hammer-head intersection radii, this ordinance will significantly reduce the available property capable of being developed. The impact of this is severe as the maximum density that was in effect on 12/10/1992 when the property was originally purchased is unachievable under current COT "R-12 Zoning Use" code, and benefits minimally by improvements to the zoning density from that 1992 timeframe. Because of this the maximum density will not be achieved for the property and will be significantly less than 80% of the developable land, thereby minimizing it by 6 lots, and also almost certainly require the deeding of parks and wider "public" streets to the City. An attempt to comply with current use codes and other restrictions and/or use requirements will therefore add additional fees, development costs, and reviews, variances and appeals, plus other ancillary aspects of cost due to the negative impacting changes since the original 1992 code. These are viewed by the Property Owner as Measure 37 Claim Impacts.</p> <p>Attachment if Applicable: Yes <input checked="" type="checkbox"/> See Exhibits G thru R</p>

Law or Rule: **City of Tigard Land Use Chapter 18.510 within the 06/2002 Code Update, other related COT and Non-COT related restrictions, and/or Local Fire, Life, Safety regulation/ordinance # _____**
restrictions.

Describe how this State land use regulation restricts your desired use of the Property: See below references needed for evaluating M37 cost impacts: This COT ordinance, and appurtenant COT and Non-COT regulations on use, reflects a significant increase the collective storm water run-off collecting, transmission, storage, controlled release, overflow control and down-stream regulation and associated costs and fees for property capable of being developed. The impact of this is severe as there was no storm water retention that was in effect on 12/10/1992 when the property was originally purchased, and virtually no transmission or other aspects of its migration characteristics. When compared to current COT "R-12 Zoning Use" code, the improvements are significant as are the cost impacts. Because of this impact on the property, there appears to be a need for Measure 37 impact analysis and resolution. Any similar restrictions on use due to changes in the impervious surface quantities, surface water drainage, collection, etc. will also need to be considered a Measure 37 Impact. An attempt to comply with current use codes, and other restrictions and/or use requirements will therefore add additional fees, development costs, and reviews, variances and appeals, plus other ancillary aspects of cost due to the negative impacting changes since the original 1992 code. These are viewed by the Property Owner as Measure 37 Claim Impacts.

Attachment if Applicable: Yes ☒ See Exhibits G thru R

Law or Rule: **City of Tigard Land Use Chapter 18.510 within the 06/2002 Code Update, other related COT and Non-COT related restrictions, and/or Local Fire, Life, Safety regulation/ordinance # _____**
restrictions.

Describe how this State land use regulation restricts your desired use of the Property: See below references needed for evaluating M37 cost impacts: This COT ordinance, and appurtenant COT and Non-COT regulations on use, reflects an inability to install one or more irrigation water wells that were possible for the existing property and the additional portion of the property that is capable of being developed. The impact of this is severe as the only water available for irrigation is the potable City Water system, which not only is a waste of quality potable city water for irrigation needs, but also a financial hardship imposed on the negative impact relating to the allowed use that was in effect on 12/10/1992 when the property was originally purchased. Because of this impact on the property, there appears to be a need for Measure 37 impact analysis and resolution. Any similar restrictions on use due to changes in the water rights for this property will also need to be considered a Measure 37 Impact. An attempt to comply with current use codes, and other restrictions and/or use requirements will therefore add additional fees, development costs, and reviews, variances and appeals, plus other ancillary aspects of cost due to the negative impacting changes since the original 1992 code. These will be viewed as Measure 37 Impacts. These are viewed by the Property Owner as Measure 37 Claim Impacts.

Attachment if Applicable: Yes ☒ See Exhibits G thru R

<p>Law or Rule: City of Tigard Land Use Chapter 18.510 within the 06/2002 Code Update, other related COT and Non-COT related restrictions, and/or Local Fire, Life, Safety regulation/ordinance # _____ restrictions.</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: See below references needed for evaluating M37 cost impacts: This ordinance will significantly increase the landscaping requirements, including but not limited to the tree aspects, for the entire property and its future R-12 Use area capable of being developed. The impact of this is severe as the landscaping requirements that were in effect on 12/10/1992 when the property was originally purchase was minimal when compared to the current COT "R-12 Zoning Use" code. Because of this the landscaping percentage of area would be significantly impacted, and therefore be not only a Use impact but also a financial hardship imposed on the negative impact relating to the allowed use that was in effect on 12/10/1992 when the property was originally purchased. An attempt to comply with current use codes and other restrictions and/or use requirements will therefore add additional fees, development costs, and reviews, variances and appeals, plus other ancillary aspects of cost due to the negative impacting changes since the original 1992 code. These are viewed by the Property Owner as Measure 37 Claim Impacts.</p> <p>Attachment if Applicable: Yes <input checked="" type="checkbox"/> See Exhibits G thru R</p>
<p>Law or Rule: City of Tigard (COT) Land Use Chapter 18.510 updated code dated June, 2002, and preceding code, other related COT and Non-COT related restrictions, and/or Local Fire, Life, Safety regulation/ordinance # _____ restrictions.</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: See below references needed for evaluating M37 cost impacts: It is unknown how the referenced code has changed since December 1992 regarding the granting of "Variance" and "Conditional Use Permitting" requests, therefore its Measure 37 Claim Impact is also unknown. A change in the methodology used and/or decision results for the entire process could provide Measure 37 Claim Impacts when compared to the methodology and decision process that was in effect on 12/10/1992 when the property was originally purchased. In the event there is an impact, the Property Owner will view it as a Measure 37 Claim Impact. This would be a multiple aspect impact that involves the earlier 1992 request and approval process when compared to the current 2006 process, but also a financial hardship imposed on the negative impact relating to the allowed use from any negative result from the process when compared with the process that was in effect on 12/10/1992 when the property was originally purchased. An attempt to comply with current "variance, "Conditional Use", and/or other submission and approval processes, code and/or other restriction(s) compliance, and/or use requirements will therefore add additional fees, development costs, and reviews, variances, waivers, conditions and appeals, plus other ancillary aspects of cost due to the negative impacting changes since the original 1992 code. In the event there are impacts, These too the Property Owner will view it as a Measure 37 Claim Impacts.</p> <p>Attachment if Applicable: Yes <input checked="" type="checkbox"/> See Exhibits G thru R</p>

<p>Law or Rule: Local Fire, Life, Safety regulation/ordinance #(Pending).</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>
<p>Law or Rule: Local Fire, Life, Safety regulation/ordinance #(Pending).</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>
<p>Law or Rule: State LCDC regulation/ordinance #(Pending)</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>
<p>Law or Rule: State LCDC regulation/ordinance #(Pending)</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>
<p>Law or Rule: State Fire Marshal regulation/ordinance #(Pending)</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>
<p>Law or Rule: State Fire Marshal regulation/ordinance #(Pending)</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>
<p>Law or Rule: Tualatin Valley Fire & Rescue F/L/S regulation/ordinance #(Pending)</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>
<p>Law or Rule: Tualatin Valley Fire & Rescue F/L/S regulation/ordinance #(Pending)</p>	<p>Describe how this State land use regulation restricts your desired use of the Property: Unknown at this time. Research will follow to access the impact(s0, if any, and their significance.</p> <p>Attachment if Applicable <input type="checkbox"/></p>

Section 7 Effect on Fair Market Value of the Property

By what amount has the enactment or enforcement of each state land use regulation identified in section 6, above, reduced the fair market value of the property? Describe what the basis of your statement is, and attach evidence or provide information to support your statement.

<p>Law or Rule: City of Tigard (COT) Land Use Chapter 18.510 updated code dated June, 2002, and preceding code and other related restrictions, and/or Local Fire, Life, Safety regulation/ ordinance #_____.</p>	<p>Amount of Reduction in Fair Market Value: \$900,000.00</p>	<p>Basis of Statement: This ordinance will reduce the property to a maximum density of only 6 units. The loss would be the remaining 6 lots at \$150,000.00 per lot, equaling \$900,000.00</p> <p>See Real Estate Comp's within "Exhibits V"</p>
<p>Law or Rule: City of Tigard Land Use Ordinance #_____ and/or Local Fire, Life, Safety regulation/ ordinance #_____</p> <p>Which would require the land owner to Deed streets and park, plus _____ to the City of Tigard.</p>	<p>Amount of Reduction in Fair Market Value: \$300,000.00</p>	<p>Basis of Statement: This ordinance will reduce the property to a maximum density of 50% of available land, thereby minimizing it by 6 lots at \$150,000.00 per lot, equaling \$900,000.00 and also require the deeding of parks and streets to the City. It would therefore add an additional \$300,000.00 of fees, development costs, and reviews and appeals, plus other ancillary aspects of cost. Total financial impact \$1,200,000.00</p>

Section 8 NAMES AND CONTACT INFORMATION OF OTHERS WITH INTEREST IN THIS PROPERTY

Enter the name and contact information of other persons or entities that own an interest in the Property, or attach a preliminary title report. Other ownership interests that should be listed include but are not limited to:

- (a) Every lessee and lessor of the Property;
- (b) Every person or entity holding a lien against, or a security interest in, the Property;
- (c) Every person or entity holding a future, contingent, or other interest of any kind in the Property.

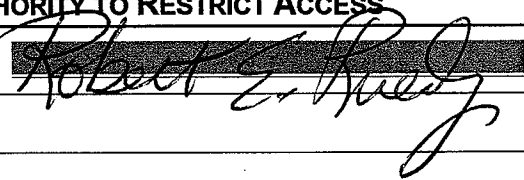
This could be other owners, persons holding an easement over your property, banks, mortgage companies, state or federal agencies or entities, programs specific to the use of the property and any and all others with any interest in the property. Some examples could be; a USDA program providing funds for an owner not to grow a particular crop on the land, banks with second, third or other mortgage interest. If using an attachment, the attachment must be submitted in such a format as to easily distinguish the various owners and interest in the property.

Name: Wells Fargo Home Mortgage, Doc. Mgmt.		Day Time Phone #: (503) 684-6222
Address: PO Box 5137		
City: Des Moines	State: IA	Zip: 50306
Describe Interest in Property: Mortgage Lender security interest		

Name: Wells Fargo Home Equity		Day Time Phone #: (503) 684-6222
Address: PO Box 31557		
City: Billings	State: MT	Zip: 59107
Describe Interest in Property: Mortgage Lender security interest		

Section 9 AUTHORITY TO ENTER PROPERTY

This section of the form authorizes the Department, the Regulating Entity and their officers, employees, agents, and contractors to enter the Property as necessary to verify information, appraise the property, or conduct other business related to this claim. Each person that can restrict access to the property must sign in the appropriate box in this section.

I/We Affix Our Signature(s) to this Form Granting Access to the Subject Property in ANY Manner or Form Deemed Appropriate by State Agency or Agencies for the Review of the Property in Furtherance of the Processing or Handling of this Claim: SIGNATURES OF ALL OWNERS WITH AUTHORITY TO RESTRICT ACCESS	
Printed Name: Robert E. Ruedy	Signature: 
Interest in Property: Sole Owner of said property.	

Section 10 ATTACHMENTS

Check the appropriate box for all documents, evidence and supporting information that is attached and included as a part of this claim.

Title Report: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See "Exhibit T"	Deed: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Appraisal(s) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Comp's: Yes <input checked="" type="checkbox"/> See "Exhibit V"	County Assessor's Plat Card: Yes <input type="checkbox"/> No <input type="checkbox"/> ???
Affidavits: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Tax Lot Map(s) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See "Exhibit U" (3 each)	Subdivision or Partition Conditions: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Tax Reductions: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Property Tax Statement (proof of ownership): Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> See attached "Exhibit S"			
Participating Federal Programs: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
<p><input checked="" type="checkbox"/> Other Information: (Explain)</p> <p>Exhibit H: City of Tigard "Chapter 18.54 for R-12 Multiple-Family Residential (12 Units Per Acre)" code update revised and effective January 17, 1991 (Pages 111 thru 113).</p> <p>Exhibit J: City of Tigard "Uses by Zones Matrix" revised and effective June 1986 (7 pages).</p> <p>Exhibit K: City of Tigard "Zoning Regulations Summary: Dimensional Standards" revised and effective March 1997 (2 pages).</p> <p>Exhibit L: City of Tigard "Pre-Application Conference Notes" for Robert Ruedy dated 10/01/1992.</p> <p>Exhibit M: City of Tigard Submission Plat related to the above noted City of Tigard "Pre-Application Conference Notes" for Robert Ruedy dated 10/01/1992.</p> <p>Exhibit N: City of Tigard "Chapter 18.510 Residential Zoning Districts" updated and effective June 2002 to date.</p> <p>Exhibit P: City of Tigard "Pre-Application Conference Notes" dated August 11, 1992 and provided to Robert Ruedy as example submissions with City comments for said R-12 Zoning Use property.</p> <p>Exhibit Q: City of Tigard "Pre-Application Conference Notes" dated March 12, 1992 and provided to Robert Ruedy as example submissions with City comments for said R-12 Zoning Use property.</p> <p>Exhibit R: City of Tigard and Vicinity "Comprehensive Plan Map Ordinance 83-24, Zoning District" dated September 1991. Subject property is highlighted along with the "R-12 Zoning Use" identification.</p> <p>Exhibit S: Washington County "Real Property Tax Statement" for 7/1/06 to 6/30/07 indicating Robert E. Ruedy as the sole owner of said property.</p> <p>Exhibit T: Preliminary Title Report indicating Robert E. Ruedy as the sole owner of said property.</p> <p>Continued on next page → →</p>			

Exhibit U: 1) Close-up site location on Tax map from Transnation Title indicating the claim property highlighted.

2) Washington County Tax Map (letter size ~ 8-1/2" x 11") indicating the claim property highlighted.

3) Washington County Tax Map (full size ~ 20" x 24") indicating the claim property highlighted.

Exhibit V: Comparable "Residential Use" Properties, from RMLS at a 10 mile radius of claim property.

Exhibit W: City of Tigard "Procedure for Ballot Measure 37 Compensation Claim" filing submitted on December 1, 2006 (their "deadline" date). Package includes a copy of their \$1,000.00 processing fee paid via personal check #8586. (8 pages)

Section 11 OTHER CLAIMS FILED

List all other governmental entities you or someone on your behalf has submitted claims to regarding the Property involved in this claim. List all claims submitted to the state or other entities relating to this property or any portion thereof on anyone's behalf. You must list all entities even if you only submitted a claim to them for a portion of the Property that is the subject of this claim.

Have you submitted a claim to another governmental entity regarding the property listed in this claim?
No ☐

Yes ☒ Date: **December 1, 2006 (Their M37 Deadline Date)** To Whom: **The City of Tigard**
Claim number: **Not provided~ See attached "Exhibit W" (8 pages)**

Yes ☐ Date: To Whom: Claim number:

Yes ☐ Date: To Whom: Claim number:

Yes ☐ Date: To Whom: Claim number:

Yes ☐ Date: To Whom: Claim number:

ADDITIONAL INFORMATION THAT MAY BE SUBMITTED IN SUPPORT OF THIS CLAIM

1. A report by a certified appraiser that addresses the Reduction in Fair Market Value of the Property resulting from the enactment or enforcement of the cited Land Use Regulation(s) as of the date the Claim was filed;
2. A statement of the effect of the cited Land Use Regulation(s) on any Owner's tax status, including without limitation any tax deferrals or tax reductions related to the cited Land Use Regulation(s);
3. Citation to each Land Use Regulation(s) in effect at the time the owner acquired the property explaining how the use that is now not permitted by the Land Use Regulation(s) set forth in Oregon Administrative Rules (OAR) 125-145-0040(9) was permitted at the time the owner acquired the property;
4. Names and addresses of Owners of all real property located within 100 feet of the Property if the Property is located in whole or in part in an urban growth boundary, 250 feet of the Property if the Property is located outside an urban growth boundary and not within a farm or forest zone and 750 feet of the Property if the Property is located in a farm or forest zone.

I ATTEST THAT I HAVE THE INFORMATION CONTAINED IN THIS CLAIM IS TRUE AND CORRECT. (Signatures of the claimant(s) and (if the claim is prepared by an agent) any agent of the claimant(s).)

Robert E. Ruedy
Claimant #1 Signature

12 10 4 10 6
Date

Robert E. Ruedy
Agent #1 Signature

12 10 4 10 6
Date

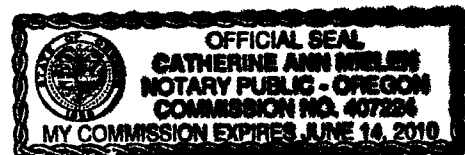
State of Oregon

County of **Washington**

Signed and sworn to before me on December 4, 2006 by Robert E. Ruedy
(month - day - year)

▼ ▼ ▼ Notary Seal ▼ ▼ ▼

Catherine Ann Mullen
(Notary Public – State of Oregon)



My commission expires: June 14, 2010

STATUTORY WARRANTY DEED

"EXHIBIT A"

EVELYN C. BACON

Grantor,

conveys and warrants to ROBERT E. RUEDY AND DONNA L. RUEDY, HUSBAND AND WIFE

Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in
WASHINGTON County, Oregon, to wit:

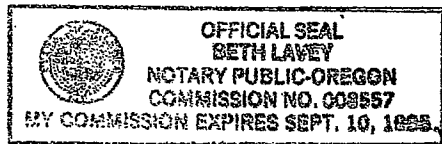
THE EAST HALF OF LOTS 13 AND 14, TIGARDVILLE HEIGHTS, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, EXCEPTING THEREFROM THE NORTH 110 FEET OF THE EAST HALF OF SAID LOT 13.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. The said property is free from encumbrances except POWER OF ASSESSMENT OF THE UNIFIED SEWERAGE AGENCY; RIGHTS OF PUBLIC IN AND TO THAT PORTION LYING WITHIN STREETS, ROADS AND HIGHWAYS.

The true consideration for this conveyance is \$ 121,250.00

(Here comply with the requirements of ORS 93.030)

Dated this 7th day of December 1992



EVELYN C. BACON

State of Oregon, County of Clackamas
The foregoing instrument was acknowledged before me this
7th day of December, 1992 by
Evelyn C. Bacon

State of Oregon, County of _____
The foregoing instrument was acknowledged before me this
____ day of _____, 19____ by
____ President and
____ Secretary of
____ a
____ corporation,
on behalf of the corporation.

Notary Public for Oregon
My commission expires: 9/10/95

Notary Public for Oregon
My commission expires:

WARRANTY DEED

EVELYN C. BACON

GRANTOR
GRANTEE

ROBERT E. RUEDY DONNA L. RUEDY

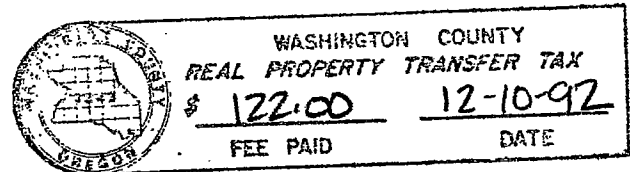
Until a change is requested, all tax statements shall be sent to the following address:

ROBERT E. RUEDY
14185 SW 100TH AVENUE
TIGARD, OR 97224
Escrow No. 596301BL
After recording return to:

Title No. 596301

ROBERT E. RUEDY
14185 SW 100TH AVENUE
TIGARD, OR 97224

This Space Reserved for Recorder's Use



1-3

Section 5 INTENDED USE OF PROPERTY

What is your desired use of the property that is restricted by one or more state land use regulations? Please provide as much detail as possible concerning the desired use, as your claim will be evaluated based on this information. You must identify your desired use so that we are able to: (1) determine whether that use has been restricted by one or more state land use regulations and if so, which ones; (2) determine whether state land use regulations have had the effect of reducing the value of the property; (3) state clearly what state land use regulations will "not apply" to your use of your property (if the state elects not to pay compensation); and (4) provide adequate notice to those entitled to notice. At the very least you need to identify the type of use and give us some idea of the intensity of the use. Some typical examples of the of what other claimants have said are: (a) to divide the property into five lots, and to establish a residence on each lot; (b) to build a single-family home on the property; (c) to develop a golf course on ten acres of the property along with a clubhouse. The more general you are in your description, the less likely it is that we are to determine that particular state land use regulations restrict your use. The more specific you are, the less likely it is that you will have to file additional claims. If you have already filed a claim with a city or a county, and the use you want the state to consider is the same as for your local claim, then please tell us that. ***If you do not tell us what your desired use is, we will assume that you wish to establish one additional dwelling on your property, and we will process your claim on that basis.***

Attach narrative statement, proposed plan, or other documentation of desired use, as you think necessary ☐

To divide the property into 2 lots for the existing single-family residence and one large Multi-family, Group Care Residential, Family Day Care Facility, Group Residential Treatment Home(s), Hospital, or other multi-family dwelling residential units or series of units; or 12 lots or parcels (in addition to the existing single family residential lot) and establish a residence on each lot or parcel to create a subdivision for mobile homes, manufactured homes, townhouses, or 6 lots (in addition to the existing single family residential lot) as multi-family residential units, duplex residential units, single family attached residential units; providing they meet the state and local land use ordinances at the time of original purchase in 1992 as enclosed herein, or benefit from reduced land use and zoning regulations since that date. In some of the instances above the original single-family residence and unattached yard shed may be either demolished or relocated to allow for the homes' lot to be additionally subdivided for final achievement of maximum density of the R-12 Zoning Use.

"EXHIBIT B"

STATE OF OREGON

County of Washington

SS

I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 98125411

Rect: 220202

11/06/1998 02:41:02pm

11.00

Loan No. 1504113

DEED OF RECONVEYANCE

Mark Peterman is the trustee ("Trustee") under the Deed of Trust dated December 3, 1992 executed by Donna L. Ruedy and Robert E. Ruedy in which Home Savings of America, FSB is the beneficiary. The Trust Deed was recorded on December 10, 1992 as Fee No. 92088049 in the Records of Washington County, Oregon. The Trustee has received from the beneficiary a written request to reconvey, stating that all obligations secured by the Trust Deed have been fully paid and performed.

THEREFORE, the Trustee hereby conveys without covenant or warranty, express or implied, to the person legally entitled thereto, all of the estate now held by the Trustee in and to the property described in the Trust Deed.


DATED: September 1, 1998.



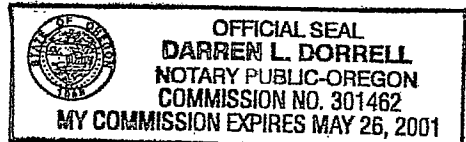
Mark Peterman, Trustee

STATE OF OREGON)
) ss.
County of Multnomah)

This instrument was acknowledged before me on September 1, 1998, by Mark Peterman, as Trustee under the above-referenced Trust Deed.



Notary Public for Oregon



After recording return to:

Robert E. & Donna L. Ruedy
14185 SW 100th Avenue
Tigard, OR 97224

"EXHIBIT C"

Until a change is requested all tax statements shall be sent to the following address.

Wells Fargo Home Mortgage, Inc.
7320 SW HUNZIKER, SUITE 310
PORTLAND, OR 97223
503-684-6222

WHEN RECORDED MAIL TO
WELLS FARGO HOME MORTGAGE, INC.

P.O. BOX 5137
DES MOINES, IA. 50306
503-684-6222
ACCOUNT NUMBER
Loan ID: 0023085681

TAX ACCOUNT NUMBER
R0501905

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated January 8th, 2002, together with all Riders to this document.

(B) "Borrower" is ROBERT E. RUEDY and DONNA L RUEDY

Borrower is the trustor under this Security Instrument.

(C) "Lender" is WELLS FARGO HOME MORTGAGE, INC.

Lender is a CORPORATION
organized and existing under the laws of "The State of California"

OREGON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3038 1/01

VMP -6(OR) (0005)

Page 1 of 15

Initials: *RP MR*

VMP MORTGAGE FORMS - (800)521-7291

Washington County, Oregon
01/14/2002 02:50:16 PM
D-M Cnt=1 Stn=8 K GRUNEWALD
\$75.00 \$6.00 \$11.00 - Total=\$92.00

2002-004944



00034937200200049440150154

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry Hanson
Jerry R. Hanson, Director of Assessment and Taxation,
Ex-Officio County Clerk



12
FIDELITY NATIONAL TITLE CO. 1243701





Lender's address is P.O. BOX 5137

, DES MOINES, IA. 50306

Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is

Forest N.A. Bacci, Esq.

(E) "Note" means the promissory note signed by Borrower and dated January 8th, 2002

The Note states that Borrower owes Lender Two Hundred Twelve Thousand and no/100

and no/100 -----

Dollars

(U.S. \$ 212,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than February 1st, 2032

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard



to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

COUNTY of WASHINGTON :

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

THE EAST HALF OF LOTS 13 AND 14, TIGARDVILLE HEIGHTS, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON.

EXCEPTING THEREFROM, The North 100 feet of the East half of said Lot 13.

Item #: R0501905

which currently has the address of
14185 SW 100TH AVENUE [Street]
TIGARD [City], Oregon 97224 [Zip Code]
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.



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currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be



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in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the



lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with



the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable



attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender



2002-4944

to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.



16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA



requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.



NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by Applicable Law to Borrower and to other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Attorneys' Fees.** As used in this Security Instrument and in the Note, attorneys' fees shall include those awarded by an appellate court.

26. **Protective Advances.** This Security Instrument secures any advances Lender, at its discretion, may make under Section 9 of this Security Instrument to protect Lender's interest in the Property and rights under this Security Instrument.

27. **Required Evidence of Property Insurance.**

WARNING

Unless you provide us with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.



You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by Applicable Law.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Robert E. Ruedy (Seal)
ROBERT E. RUEDY -Borrower

Donna L. Ruedy (Seal)
DONNA L. RUEDY -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower



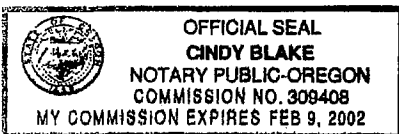
STATE OF OREGON Washington County ss:
On this 8th day of January 2002, personally appeared the above named
ROBERT E. RUEDY and DONNA L RUEDY

and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

My Commission Expires: 2/9/02 Before me:

(Official Seal)

Cindy Blake
Notary Public for Oregon



"EXHIBIT D"

Washington County, Oregon

03/15/2005 03:32:36 PM

2005-027433

D-M

Cnt=1 Stn=9 C TOMPKINS

\$15.00 \$6.00 \$11.00 - Total = \$32.00



00740560200500274330030034

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Office County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Office County Clerk



Return Address:

Wells Fargo Bank, N.A.
DOCUMENT MANAGEMENT
P. O. BOX 31557
BILLINGS, MT 59107

State of Oregon

Space Above This Line For Recording Data

REFERENCE#: 20050117200947ACCOUNT#: 0651-651-7776314-0001

SHORT FORM LINE OF CREDIT DEED OF TRUST

(With Future Advance Clause)

- 1. DATE AND PARTIES.** The date of this Short Form Line of Credit Deed of Trust ("Security Instrument") is 02/16/2005 and the parties are as follows:

TRUSTOR ("Grantor"):

ROBERT E. RUEDY AND DONNA L. RUEDY, HUSBAND AND WIFE

whose address is: 14185 SW 100TH AVE TIGARD, OR, 97224

TRUSTEE: Wells Fargo Financial National Bank

c/o Specialize Service

401 West 24th Street, National City, CA 91950

BENEFICIARY ("Lender"): Wells Fargo Bank, N.A.

P. O. BOX 31557

BILLINGS, MT 59107

- 2. CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, all of that certain real property located in the County of WASHINGTON, State of Oregon, described as follows:

THE EAST HALF OF LOTS 13 AND 14, TIGARVILLE HEIGHTS, IN THE CITY OF TIGARD, COUNTY OF WASHINGTON AND STATE OF OREGON, EXCEPTING THEREFROM THE NORTH 110 FEET OF THE EAST HALF OF SAID LOT 13.

with the address of 14185 SW 100TH AVE TIGARD, OR 97224

and parcel number of R0501905

, together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above.

- 3. MAXIMUM OBLIGATION AND SECURED DEBT.** The total amount which this Security Instrument will secure shall not exceed \$ 71,000.00 together with all interest thereby accruing, as set forth in the promissory note, revolving line of credit agreement, contract, guaranty or other evidence of debt ("Secured

Debt") of even date herewith, and all amendments, extensions, modifications, renewals or other documents which are incorporated by reference into this Security Instrument, now or in the future. The maturity date of the Secured Debt is 03/05/2020.

4. **MASTER FORM LINE OF CREDIT DEED OF TRUST.** By the delivery and execution of this Security Instrument, Grantor agrees that all provisions and sections of the Master Form Line of Credit Deed of Trust ("Master Form"), inclusive, dated February 1, 1997 and recorded on February 6, 1997 as Instrument Number 97010994 in Book N/A at Page N/A of the Official Records in the Office of the Recorder of WASHINGTON County, State of Oregon, are hereby incorporated into, and shall govern, this Security Instrument.
5. **RIDERS.** If checked, the following are applicable to this Security Instrument. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

☒ Third Party Rider

☒ Leasehold Rider

☒ Other N/A

SIGNATURES: By signing below, Grantor agrees to perform all covenants and duties as set forth in this Security Instrument. Grantor also acknowledges receipt of a copy of this document and a copy of the provisions contained in the previously recorded Master Form (the Deed of Trust-Bank/Customer Copy).

Robert E. Ruedy
ROBERT E. RUEDY Grantor

2/18/05
Date

Donna L. Ruedy
DONNA L. RUEDY Grantor

2/18/05
Date

Grantor

Date

Grantor

Date

Grantor

Date

Grantor

Date





ACKNOWLEDGMENT:
(Individual)

STATE OF Oregon, COUNTY OF Washington } ss.

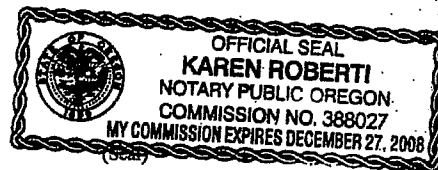
This instrument was acknowledged before me on 2-18-05 by _____

Robert E Ruedy and Donna L. Ruedy

Karen Roberti
(Signature of notarial officer)

personal banker
Title (and Rank)

My Commission expires: 12-27-08



"EXHIBIT E"

Washington County, Oregon

03/21/2005 12:26:54 PM

2005-029520

D-M8

Cnt=1 Stn=9 C TOMPKINS

\$5.00 \$6.00 \$11.00 - Total = \$22.00



00742735200500295200010018

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk



This document was prepared by:
Wells Fargo Bank
2324 Overland Ave
PO Box 31557
Billings, MT 59102, 866-255-9102

WHEN RECORDED MAIL TO:

ROBERT E RUEDY
14185 SW 100TH AVE
TIGARD, OR 97224-4951

DEED OF RECONVEYANCE

Account Number: 65465447999170001

The undersigned as Trustee under that certain Deed of Trust described as follows:

Dated: **NOVEMBER 5, 2002** Recorded: **DECEMBER 9, 2002** County of: **Washington**

Fee / Doc No.: **2002-149174** Book: **N/A** Page: **N/A** Reel: **N/A**

Parcel#: **R501905** Micro Film / Code Film: **N/A**

State of: **Oregon**

Truster: **ROBERT E RUEDY AND DONNA L RUEDY, HUSBAND AND WIFE**

Trustee: **Wells Fargo Financial National Bank**

Beneficiary: **Wells Fargo Bank, N.A.**

Having received from the present Beneficiary under said Deed of Trust, a written request to reconvey, reciting that the obligations secured by the Deed of Trust have been fully satisfied, does hereby grant, bargain, sell and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee under said Deed of Trust.

Dated: **03/14/2005**

Wells Fargo Financial National Bank

(Trustee)

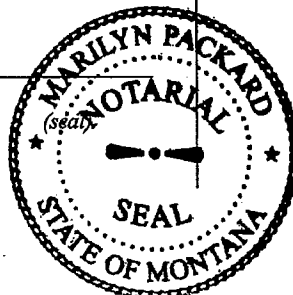
Julie M Bloom, Collateral Officer

STATE OF MONTANA }
COUNTY OF YELLOWSTONE }ss.

This foregoing instrument was acknowledged before
me, the undersigned Notary Public, on this 03/14/2005,
by **Julie M Bloom, Collateral Officer of Wells Fargo**

Financial National Bank.

Marilyn Packard
Notary Public for the State of Montana
Residing at **Billings, Montana**
My commission expires: **07/01/2007**



"EX BIT F"

Washington County, Oregon

2005-069310

06/17/2005 03:29:34 PM

D-DBS

Cnt=1 Stn=8 RECORDS1

\$5.00 \$6.00 \$11.00 - Total = \$22.00

BARGAIN AND SALE DEED



00785520200500693100010013

I, Jerry Hanson, Director of Assessment and Taxation and Ex-Office County Clerk for Washington County, Oregon, do hereby certify that the within instrument of writing was received and recorded in the book of records of said county.

Jerry R. Hanson, Director of Assessment and Taxation, Ex-Office County Clerk



GRANTOR'S NAME AND ADDRESS:

ROBERT E. RUEDY & DONNA L. RUEDY
14185 S.W. 100th Avenue
Tigard, Oregon 97224

GRANTEE'S NAME AND ADDRESS:

ROBERT E. RUEDY
14185 S.W. 100th Avenue
Tigard, Oregon 97224

AFTER RECORDING, RETURN TO:

ROBERT E. RUEDY
14185 S.W. 100th Avenue
Tigard, Oregon 97224

UNTIL REQUESTED OTHERWISE, SEND

ALL TAX STATEMENTS TO:

ROBERT E. RUEDY
14185 S.W. 100th Avenue
Tigard, Oregon 97224

FOR RECORDER'S USE

ROBERT E. RUEDY and DONNA L. RUEDY, Grantors, convey to ROBERT E. RUEDY, Grantee, the following real property situated in Washington County, Oregon, to wit:

The East half of Lots 13 and 14, TIGARDVILLE HEIGHTS, in the City of Tigard, County of Washington and State of Oregon; excepting therefrom, the North 110 feet of the East half of said Lot 13.

The true consideration for this conveyance is dissolution of marriage, a proceeding for which will be filed in Washington County, Oregon Circuit Court.

Dated: June 17, 2005

ROBERT E. RUEDY

DONNA L. RUEDY

STATE OF OREGON, County of Multnomah) ss.

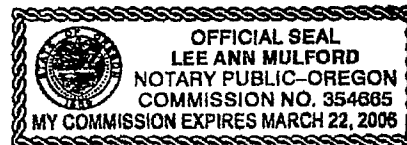
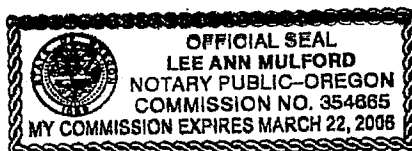
STATE OF OREGON, County of Multnomah) ss.

The above-named ROBERT E. RUEDY appeared before me and acknowledged the foregoing instrument on the 17th day of June 2005.

The above-named DONNA L. RUEDY appeared before me and acknowledged the foregoing instrument on the 17th day of June 2005.

Notary Public for Oregon

Notary Public for Oregon



This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ORS 30.930.

Owner: Robert E. Ruedy
 Property: 14185 SW 100th Avenue
 Tigard, OR 97224-4951
 Description: 2S1 11 BB~ Tax Lot 0500

Oregon Measure 37 Property Use Concerns and Impacts

"Exhibit G"

Issue Ref. #	Ordinance Ref. No.	Description	FLS Issue	COT Issue	Financial Impact
1.	COT Chapter 18.54.020 "Procedures and Approval Process" (Effective 12/10/1992)	"Unlisted Use" for R-12 zoned properties is indicated within the COT Chapter 18.54.020, page 111 entitled "Procedures and Approval Process" (Effective 12/10/1992), reflects a cross referencing to COT Chapter 18.43 provisions for "Unlisted Use" of R-12 property. And it is not known at this time if this chapter has been modified since 12/10/1992 (or superceded) to negatively impact the "permitted or conditional use" as defined within those quoted Chapters from the 1/17/91 revised code. Based on the code in effect at the time of original purchase on 12/10/1992, any modification or superceding of the "Unlisted Use" would be viewed as encumbrances on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity. Note: The current (06/2002) Code Update reflects a cross reference to COT Chapter 18.230, but it is unknown as to what impacts this may present to the 1992 allowed use.	Maybe	Yes	Unknown
2.	COT Chapter 18.54.030 "Permitted Use" (Effective 12/10/1992)	Permitted Use for Item #8 "Residential Treatment Home" is indicated within the COT Chapter 18.54.30.8, page 112, entitled "Permitted Use" (Effective 12/10/1992), but is not shown as a "permitted use" within COT Chapter 18.510 Code Update dated 06/2002. Based on the code in effect at the time of original purchase on 12/10/1992, its elimination from current code is viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity. Additionally, the definition of "Family" Day Care should include "Children" Day Care to maintain consistency with the 12/10/1992 code.	Maybe	Yes	Unknown

Owner: Robert E. Ruedy
 Property: 14185 SW 100th Avenue
 Tigard, OR 97224-4951
 Description: 2S1 11 BB~ Tax Lot 0500

Oregon Measure 37 Property Use Concerns and Impacts

"Exhibit G"

3.	COT Chapter 18.54.030 "Permitted Use" (Effective 12/10/1992)	Unrestricted "Family" Day Care use is indicated as a "Permitted Use" within the COT Chapter 18.54.30.10, page 112 entitled "Permitted Use" (Effective 12/10/1992), but is not shown within COT Chapter 18.510 Code Update dated 06/2002. What is shown within the COT Chapter 18.510 Code Update (dated 06/2002) is "Daycare", but is additionally "conditionally" restricted to not allow "free-standing" Day Care Centers without a "Conditional Use" application and discretionary/subjective review process, including all associated costs and fees and with no commitment as to outcome once the process is completed. Its elimination from current code is viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
4.	COT Chapter 18.54.030 "Permitted Use" (Effective 12/10/1992)	Unrestricted "Home Occupation" use is indicated within COT Chapter 18.54.30.11, page 112 entitled "Permitted Use" (Effective 12/10/1992), but is shown as a Restricted use per COT Code "Table 18.510.1" within COT Chapter 18.510-4 Code Update dated 06/2002. The restriction are specifically referenced to COT Chapter 18.742 and are all viewed as encumbrances on the use of the property since its time of original purchase on 12/10/1992, and therefore a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
5.	COT Chapter 18.54.030 "Permitted Use" (Effective 12/10/1992)	Unrestricted "Temporary Use" is indicated as a "Permitted Use" within the COT Chapter 18.54.30.12, page 112 entitled "Permitted Use" (Effective 12/10/1992), but is not shown within COT Chapter 18.510 Code Update dated 06/2002. Its elimination from current code is viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
6.	COT Chapter 18.54.030 "Permitted Use" (Effective 12/10/1992)	Unrestricted "Fuel Tank" use is indicated as a "Permitted Use" within the COT Chapter 18.54.30.13, page 112 entitled "Permitted Use" (Effective 12/10/1992), but is not shown within COT Chapter 18.510 Code Update dated 06/2002. Its elimination from current code is viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown

Owner: Robert E. Ruedy
Property: 14185 SW 100th Avenue
Tigard, OR 97224-4951
Description: 2S1 11 BB~ Tax Lot 0500

Oregon Measure 37 Property Use Concerns and Impacts

"Exhibit G"

7.	COT Chapter 18.54.040 "Conditional Use" (Effective 12/10/1992)	Unrestricted "Utilities" use is indicated as a "Conditional Use Type" within the COT Chapter 18.54.40.04, page 112 entitled "Conditional Uses" and within the "Uses By Zone Matrix, Item #8" (Effective 12/10/1992), but is shown as "further restricted" within COT Chapter 18.510 Code Update dated 06/2002. What is shown within the COT Chapter 18.510 Code Update (dated 06/2002) is "Basic Utilities", but is additionally "conditionally" restricted for all other uses except water, storm and sanitary sewer systems (which are allow by right) and must undergo a "Conditional Use" application and discretionary/subjective review process, including all associated costs and fees, and with no commitment as to outcome once the process is completed. Because the 06/2002 updated code only reflects "Basic Utilities", there is a disconnect as to whether a conditional use review would even allow the unrestricted definition of "Utilities" that existed at the time of the original purchase date 12/1992 code section 18.54.40. This modification of the current code is viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
8.	COT Chapter 18.54.040 "Conditional Use" (Effective 12/10/1992)	Unrestricted "Parking Facilities" use is indicated as a "Conditional Use Type" within the COT Chapter 18.54.40.06, page 112 entitled "Conditional Uses" and within the "Uses By Zone Matrix, Item #9" (Effective 12/10/1992), but is not shown within COT Chapter 18.510 Code Update dated 06/2002. Its elimination from current code is viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
9.	COT Chapter 18.54.050 "Dimensional Requirements" (Effective 12/10/1992)	Unrestricted "Minimum Lot Width" is indicated as a "allowed" within the COT Chapter 18.54.50.02, page 112 entitled "Permitted Use" (Effective 12/10/1992), but is not shown within COT Chapter 18.510 Code Update dated 06/2002. Its elimination from current code is viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown

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"Exhibit G"

10.	COT Chapter 18.54 Uses By Zone Matrix" (Effective 12/10/1992)	Within the COT "Uses By Zone Matrix" in effect on 12/10/1992, the "Residential Use Types", Item #6 reflects a "Group Care Residential" use as "Permitted Use", and without restriction, but is not shown within COT Table 18.510.1 within the Chapter 18.510 Code Update dated 06/2002. Its elimination from current code is viewed as an encumbrance on the use of the property unless it can be shown to exist elsewhere in the code and unrestricted from the version in effect on 12/10/1992, otherwise it will be considered an State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
11.	COT Chapter 18.54 Uses By Zone Matrix" (Effective 12/10/1992)	It is unknown if the 12/10/1992 Code definition of "Residential Homes" indicated in the COT Zone Matrix "Residential Use Types, Item #7" is exactly the same as the Table 18.510.1 "Residential" description entitled "Household Living" within the COT 06/2002 updated code. Clarification and confirmation is needed as to the definition, unison and any restrictions on the use of the property from the earlier version of the code to the current version that would negatively impact the maximum density beneficial use of the property(ies). Any negative variation from the earlier code to the current code would be viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
12.	COT Chapter 18.54 Uses By Zone Matrix" (Effective 12/10/1992)	It is unknown if the 12/10/1992 Code definition of "Hospitals", indicated in the COT Zone Matrix "Civic Use Types, Item #5" is exactly the same as the COT Table 18.510.1 "Civic Use" description entitled "Medical Centers" within the COT 18.510 Code Update dated 06/2002. Clarification and confirmation is needed as to the definition, unison and any restrictions on the use of the property from the earlier version of the code to the current version on the use of the property from the earlier density beneficial use of the property(ies). Any negative variation from the earlier code to the current code would be viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown

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Oregon Measure 37 Property Use Concerns and Impacts

"Exhibit G"

13.	COT Chapter 18.54 "R-12 Uses" (Effective 12/10/1992)	Per COT "Pre-Application Conference Notes" dated 10/1/1992 and attached herein, for the said owner applicant while investigating the property under escrow for allowed COT zoning use, certain variances were allowed for 9 residences on one access, a setback variance for the existing house to accommodate the anticipated lot line minimums for the existing house as shown on the enclosed plat dated 2/7/1993, plus a variance to allow more than six dwelling lots on a private street. It also states the minimum lot width as "zero" ft. and "corner yard set-back less than 10 ft. It is unknown if these variances would currently be allowed under COT and other state and local codes, but any deviation from the notes and subsequent plats so stated, unless beneficial to achieving the maximum density use, would be viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Yes	Unknown
14.	COT Chapter 18.54 "R-12 Uses" (Effective 12/10/1992)	Any and all information specifically noted within COT Chapter 18.54 (in effect 12/10/1992) that is not applicable to R-12 Zoned Property, or would negatively impact its maximum density beneficial use, is not required to be adhered to subsequent to the effective date of ownership on 12/10/1992. Any deviation or attempt to impose additional use restrictions would be viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity or activities.	Maybe	Yes	Unknown
15.	COT Chapter 18.54 (Effective 12/10/1992)	Land Use, subdivision, partitioning, and all application, review, variance and other use related fees, costs and appurtenant requirements must only be allowed escalation at the national average of the annual cost of living increase (COLA) from the effective date of 12/10/1992. All increases of any fees, costs or other elements of maximizing a City of Tigard "R-12 Zoning Use" will be viewed as an encumbrance on the use of the property and the reasonable cost to achieve that maximum zoning density thereby supporting an State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity or activities.	Maybe	Yes	Unknown

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Oregon Measure 37 Property Use Concerns and Impacts

"Exhibit G"

16.	COT Chapter 18.54 (Effective 12/10/1992)	In 1992, at the time of the enclosed "Pre-application Conference Notes", the "Private Access Road" Hammer-head lengths and intersection radii were established as 20' road width, plus a 5' sidewalk, with no set-back from property lines, and 20' radii cul-de-sacs, was preliminarily approved based on the enclosed plat for COT compliance access/egress. Additional examples were provided this owner at that time reflecting additional support of a 6 and 7 lot subdivision, and these are also enclosed. The Owner, as stated herein, reserves the right under the State of Oregon Measure 37 guidelines to achieve maximum density under the City of Tigard codes that existed in 1992, and also any changes since then that may benefit the maximum density use of said property(ies). Additionally, and any manner used to reduce that capacity will be viewed as an encumbrance on the use of the property and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity or activities will be necessary to remedy said owner.	Maybe	Yes	Unknown
17.	COT Chapter 18.510 "Development Standards" (Effective 06/2002)	It is unknown if the 06/2002 Code Chapter 18.510.050 will negatively impact said property(ies), and close comparison will differentiate any negative impact irregularities. Clarification and confirmation is needed as to the definitions, unison and any negative restrictions on the use of the property from the earlier version of the code to the current version. Additionally, any negatively impacting variation of the earlier code to the current code would be viewed as an encumbrance on the use of the property(ies) and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Maybe	Unknown
18.	COT Chapter 18.510 "Accessory Structures" (Effective 06/2002)	It appears that the 06/2002 Code Chapter 18.510.060 will negatively impact said property(ies), and close comparison will differentiate the negative impact irregularities. Clarification and confirmation is needed as to the definitions, unison and all negative restrictions on the use of the property from the earlier version of the code to the current version. Additionally, all negatively impacting variation of the earlier code to the current code will be viewed as an encumbrance on the use of the property(ies) and a State of Oregon Measure 37 claim compensation and/or waiver, suspension, or modification of the activity.	Maybe	Maybe	Unknown
19.	COT Chapter 18.54 (Effective 12/10/1992)				

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Oregon Measure 37 Property Use Concerns and Impacts

"Exhibit G"

20.				
21.				
22.				
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25.				
26.				
27.				
28.				

R-12: MULTIPLE-FAMILY RESIDENTIAL
(12 UNITS PER ACRE)Sections:

- 18.54.010 Purpose
- 18.54.020 Procedures and Approval Process
- 18.54.030 Permitted Uses
- 18.54.040 Conditional uses (See Chapter 18.130)
- 18.54.050 Dimensional Requirements
- 18.54.060 Additional Requirements

18.54.010 Purpose

- A. The purpose of the R-12 zoning district is to provide for single-family attached and multiple-family residential units for medium density residential developments. (Ord. 89-06; Ord. 83-52)

18.54.020 Procedures and Approval Process

- A. A permitted use, Section 18.54.030, is a use which is allowed outright, but is subject to all applicable provisions of this title. If a use is not listed as a permitted use, it may be held to be a similar unlisted use under the provisions of Chapter 18.43, "Unlisted Use." (IN 1992)
REVIEW W/RECORDS PERSONNEL AT COT
- B. A conditional use, Section 18.54.040, is a use the approval of which is discretionary with the Hearings Officer. The approval process and criteria for approval are set forth in Chapter 18.130, Conditional Use. If a use is not listed as a conditional use, it may be held to be a similar unlisted use under the provisions of Chapter 18.43, Unlisted Use. (Ord. 90-41; Ord. 89-06; Ord. 83-52)

18.54.030 Permitted Uses

- A. Permitted uses in the R-12 district are as follows:
 - 1. Single-family detached residential units;
 - 2. Duplex residential units;
 - 3. Single-family attached residential units;
 - 4. Multiple-family dwellings residential units;
 - 5. Residential care facility;
 - 6. Mobile home parks and subdivisions;

7. LISTING CONTINUED ON NEXT PAGE
↓

7. Public support services;

8. Residential treatment home;

9. manufactured homes;

10. Family day care; *ADDITIONAL RESTRICTIONS IN 2002 VERSION.*

11. Home occupation; *CHECK 2002 REF. TO LOT CHAPTER 18.742 RESTRICTION
ALSO SEE NOTE #2 ON 2002 VERSION OF TABLE 18.510.1*

12. Temporary use; *IS THIS REFERRED TO AS "TRANSITIONAL HOUSING" AS STATED
IN THE 2002 VERSION. AND IF NOT, THEN WHAT IS*

13. Fuel Tank; or *THIS DEFINED AS?*

14. Accessory structures. (Ord. 90-41; Ord. 89-06; Ord. 85-15; Ord. 83-52)

18.54.040 Conditional Uses (See Chapter 18.130)

A. Conditional uses in the R-12 district are as follows:

1. Community recreation, including structures;

2. Religious assembly;

3. Schools and related facilities;

4. Utilities; *ADDITIONAL RESTRICTIONS IN 2002 VERSION.*

5. Residential care facility;

6. Parking facilities; *NOT SHOWN IN 2002 VERSION.*

7. Hospitals;

8. Lodge, fraternal, and civic assembly; and

9. Children's day care. (Ord. 90-41; Ord. 89-06; Ord. 87-03; Ord. 83-52)

18.54.050 Dimensional Requirements

A. Dimensional requirements in the R-12 district are as follows:

1. The minimum lot size shall not be less than 3,050[✓] square feet per unit;

2. There is no minimum lot width requirement; and

3. Except as otherwise provided in Chapter 18.96 and Section 18.100.130, the minimum setback requirements are as follows:

a. For multiple-family dwellings the front yard setback shall be a minimum of 20 feet. For single-family dwellings the front yard shall be a minimum of 15 feet;

b. For multiple-family dwelling units on corner and through lots, the minimum setback for each side facing a street shall be 20 feet; however, the provisions of Chapter 18.102 must be satisfied. For single-family dwelling units the minimum setback for each side facing a street shall be 10[✓] feet; however, the provisions of Chapter 18.102 must be satisfied;

- c. For multiple-family dwellings the side yard setback shall be a minimum of 10 feet. For single-family dwellings the side yard setback shall be five feet except this shall not apply to attached units on the lot line on which the units are attached;
- d. For multiple-family dwellings the rear yard setback shall be a minimum of 20 feet. For single-family dwellings the rear yard shall be a minimum of 15 feet;
- e. Where the side yard or rear yard of attached, multiple-family or single-family dwellings abut a more restrictive zoning district, such setbacks shall not be less than 30 feet; and
- f. The distance between the property line and the front of the garage shall be a minimum of 20 feet;
- 4. Except as otherwise provided in Chapter 18.98, no building in an R-12 zoning district shall exceed 35 feet in height;
- 5. The maximum lot coverage shall be 80 percent including all buildings and impervious surfaces; and
- 6. The minimum landscape requirement shall be 20 percent. (Ord. 89-06; Ord. 85-32; Ord. 84-29; Ord. 83-52)

18.54.060 Additional Requirements

A. Additional requirements in the R-7 district are as follows:

- 1. Residential density transition, Section 18.40.040;
- 2. Overlay Districts, Chapters 18.80 Planned Development, 18.82 Historic Overlay District, 18.84 Sensitive Lands, 18.86 Action Areas, and 18.88 Solar Access Requirements;
- 3. Supplemental Provisions, Chapters 18.90 Environmental Performance Standards, 18.92 Density Computations, 18.94 Manufactured/Mobile Home Regulations, 18.96 Additional Yard Setback Requirements and Exceptions, 18.98 Building Height Limitations: Exceptions, 18.100 Landscaping and Screening, 18.102 Visual Clearance Areas, 18.104 Fuel Tank Installations, 18.106 Off-Street Parking and Loading Requirements, 18.108 Access, Egress, and Circulation, and 18.114 Signs;
- 4. Site Development Review, Chapter 18.120;
- 5. Development and Administration, Chapters 18.130 Conditional Use, 18.132 Nonconforming Situations, 18.134 Variance, 18.140 Temporary Uses, 18.142 Home Occupations, 18.144 Accessory Structures, 18.146 Flexible Setback Standards, and 18.150 Tree Removal; and
- 6. Land Division and Development Standards, Chapters 18.160 Land Division: Subdivision, 18.162 Land Division: Land Partitioning - Lot Line Adjustment, and 18.164 Street and Utility Improvement Standards. (Ord. 91-02; Ord. 90-41; Ord. 89-06; Ord. 84-29; Ord. 83-52)

Rec'd 1/20/87

"EXHIBIT J"

CITY OF TIGARD
USES BY ZONES MATRIX

"P" = Permitted Uses
"C" = Conditional Uses which may
be permitted subject to the
approval of a Conditional Use
Permit application.
"X" = Use is specifically prohibited

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OF 7

ZONES	R-1	R-2	R-3.5	R-4.5	R-7	R-12	R-25	R-40	C-N	C-G	C-P	CBD	I-H	I-L	I-
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RESIDENTIAL USE TYPES

(1) Single Family Detached	P	P	P	P	P	P	P	P	X	X	X	X	X	X	X
(2) Duplexes	X	X	C	C	P	P	P	P	X	X	X	X	X	X	X
(3) Single Family Attached	X	X	X	C	P	P	P	P	X	X	X	P	X	X	X
(4) Multiple Family	X	X	X	X	X	P	P	P	X	X	P(R-40+)	P	X	X	X
(5) Group Residential "GIRAP" LIVING "2" X	X	X	X	X	X	C	C	P	X	X	X	X	X	X	X
(6) Group Care Residential	C	C	C	C	C	P	P	P	X	X	X	C	X	X	X
(7) Residential Homes	P	P	P	P	P	P	P	P	X	X	X	X	X	X	X
(8) Children's Day Care (DEFINED AS WHAT IN 1992?)	C	C	C	C	C	X	X	X	P	P	P	C	X	X	P
(9) Manufactured	P	P	P	P	P	P	P	P	X	X	X	X	X	X	X
(10) Mobile Homes	X	X	C	C	P	P	P	P	X	X	X	X	X	X	X

ZONES	R-1	R-2	R-3.5	R-4.5	R-7	R-12	R-25	R-40	C-N	C-G	C-P	CBD	I-H	I-L	I-P
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CIVIC USE TYPES

(1) Public Administrative Agency	X	X	X	X	X	X	X	X	P	P	P	P	X	X	X
(2) Community Recreation	C	C	C	C	C	C	C	C	X	X	X	P	X	X	X
(3) Cultural Exh. & Library Serv. X "CULTURAL INSTITUTIONS" - SEE 2002 VERSION	X	C	C	C	C	X	X	X	P	P	P	P	X	X	X
(4) Public Support Facilities	P	P	P	P	P	P	P	P	X	P	P	P	P	P	P
(5) Hospitals / MEDICAL CENTERS X	X	X	C	C	C	C	C	C	C	C	C	C	X	X	X
(6) Civic Services	X	X	X	X	X	X	X	X	X	X	X	P	X	X	X
(7) Lodge, Fraternal & Civic Assem.	X	X	X	X	X	C	C	C	C	P	P	P	X	X	X
(8) Utilities	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
(9) Parking Facilities	X	X	X	X	X	C	C	C	C	P	P	P	P	P	P
(10) Postal Services	X	X	X	X	X	X	X	X	P	P	P	P	P	P	P
(11) Public Safety Facilities	C	C	C	C	C	X	X	X	P	P	P	P	P	P	P
(12) Religious Assembly	C	C	C	C	C	C	C	C	C	P	X	X	X	X	X
(13) Schools	C	C	C	C	C	C	C	C	X	X	X	X	X	X	X
(14) Accessory Dwelling Unit	C	C	C	C	C	X	X	X	X	X	X	X	X	X	X

ZONES	R-1	R-2	R-3.5	R-4.5	R-7	R-12	R-25	R-40	C-N	C-G	C-P	CBD	I-H	I-L	I-I
COMMERCIAL USE TYPES (cont.)															
(13) Conven. Sales & Pers.Serv.	X	X	X	X	X	X	X	X	P	P	P	P	X	X	P
(14) Eating & Drink. Establish.	X	X	X	X	X	X	X	X	C	P	P	P	X	X	P
(15) Explosive Storage	X	X	X	X	X	X	X	X	X	X	X	X	P	X	X
(16) Fin., Insur., & Real Estate Srv	X	X	X	X	X	X	X	X	P	P	P	P	X	X	P
(17) Food & Beverage Retail Sales	X	X	X	X	X	X	X	X	P	P	X	P	X	X	X
(18) Funeral & Interment Services															
a. Cremating	X	X	X	X	X	X	X	X	X	P	X	X	X	X	X
b. Interring	X	X	C	C	C	X	X	X	X	X	X	X	X	X	X
c. Undertaking	X	X	X	X	X	X	X	X	X	P	X	X	X	X	X
d. Cemeteries	X	X	C	C	C	X	X	X	X	X	X	X	X	X	X
(19) General Retail Sales	X	X	X	X	X	X	X	X	X	P	X	P	X	X	P
(20) Laundry Services	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P
(21) Medical & Dental Services	X	X	X	X	X	X	X	X	P	P	P	P	X	X	P

ZONES	R-1	R-2	R-3.5	R-4.5	R-7	R-12	R-25	R-40	C-N	C-G	C-P	CBD	I-H	I-L	I-P
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COMMERCIAL USE TYPES (cont.)

(22) Participant Sports & Recrea.

a. Indoor

b. Outdoor

(23) Personal Service Facilities

(24) Profess. & Adm. Services

(25) Research Services

(26) Scrap Operations

(27) Spectator Spts. & Enter. Fac.

(28) Transient Lodging

(29) Vehicle Fuel Sales

"EXHIBIT J"

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ZONES	R-1	R-2	R-3.5	R-4.5	R-7	R-12	R-25	R-40	C-N	C-G	C-P	CBD	I-H	I-L	I-P
INDUSTRIAL USE TYPES															
(1) Light Industrial															
a. Mfg. of Finished Prod.	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P
b. Packaging & Processing	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P
c. Wholesale, Stg. & Distri.	X	X	X	X	X	X	X	X	X	C	X	C	P	P	P
1. Mini-Warehouses	X	X	X	X	X	X	X	X	X	C	X	X	P	P	P
2. Light	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P
(2) Heavy Industrial															
a. Mft. of Finished Prod.	X	X	X	X	X	X	X	X	X	X	X	X	P	P	P
b. Wholesale, Storage &															
Distribution - Heavy	X	X	X	X	X	X	X	X	X	X	X	X	P	X	P
Farming	P	P	P	P	P	X	X	X	X	X	X	X	P	P	X
Home Occupations	P	P	P	P	P	P	P	P	P	P	P	P	X	X	X
Heliports	X	X	X	X	X	X	X	X	X	C	C	C	C	C	C

CITY OF TIGARD

ZONING REGULATIONS SUMMARY: DIMENSIONAL STANDARDS
January, 1986/Revised March, 1987

NOTE: This is intended to be a brief guide only.
Additional information is available.
Call Planning at 639-4171.

ZONE	MINIMUM LOT SIZE(d) SQ. FT.	AVERAGE MINIMUM LOT WIDTH	MINIMUM FRONT YARD(a,b)	MINIMUM SIDE YARD(a)	MINIMUM REAR YARD(a)	MINIMUM FOR CORNER + THRU LOTS(a)	MINIMUM FRONT SETBACK FOR GARAGES	MAXIMUM SITE COVERAGE	MAXIMUM BUILDING HEIGHT	MAXIMUM NO. OF UNITS/ACRE
R-1	30,000	100 ft	30 ft	5 ft	25 ft	20 ft	30 ft	N/A	30 ft	1
R-2	20,000	100 ft	30 ft	5 ft	25 ft	20 ft	30 ft	N/A	30 ft	2
R-3.5	10,000	65 ft	20 ft	5 ft	15 ft	20 ft	20 ft	N/A	30 ft	3.5
R-4.5	7,500 = detached 10,000 = duplexes	50 ft = detached 90 ft = duplexes	20 ft	5 ft	15 ft	15 ft	20 ft	N/A	30 ft	4.5
R-7	5,000 = detached duplexes attached	50 ft = detached 40 ft. = attached	15 ft	5 ft	15 ft	10 ft	20 ft	80%	35 ft	7
R-12	3,050	NONE	MF=20 ft SF=15 ft	MF=10 ft SF=5 ft	MF=20 ft SF=15 ft	MF=20 ft SF=10 ft	20 ft	80%	35 ft	12
R-25	SFD-3,050 SFD-3,050 DUP-3,050/unit MF -1,480/unit	NONE	20 ft	10 ft	20 ft	20 ft	20 ft	80%	45 ft	25
R-40	NONE	NONE	20 ft	10 ft	20 ft	20 ft	20 ft	80%	60 ft	40
C-N	5,000	50 ft	20 ft	RES.= 20 ft	RES.= 20 ft	20 ft	N/A	85%	35 ft	40 N/A

Rec'd 7/20/87

EXHIBIT K

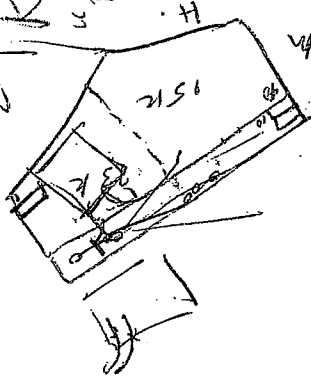
Pg. 1
of 2

EXHIBIT K

ZONE	MINIMUM LOT SIZE(d) SQ. FT.	AVERAGE		MINIMUM FRONT YARD(a, b)	MINIMUM		MINIMUM FRONT SETBACK FOR GARAGES	MAXIMUM SITE COVERAGE	MAXIMUM BUILDING HEIGHT	MAXIMUM NO. OF UNITS/ACRE	
		MINIMUM LOT WIDTH	MINIMUM FRONT YARD(a)		MINIMUM REAR YARD(a)	MINIMUM FOR CORNER + THRU LOTS(a)					
C-G	NONE	50 ft	NONE@	NONE	NONE	AR=20ft AR=20ft	NONE@	N/A	85%	45 ft	N/A
C-P	6,000	50 ft	NONE@	NONE	NONE	AR=20ft AR:20ft	NONE@	N/A	85%	45 ft	N/A
CBD NON-RES	NONE	NONE	NONE 30 ft	NONE	NONE	AR:30ft AR:20ft	N/A	N/A	85%	80 ft@	N/A
CBD-RES (R-40 & R-12)	NONE	NONE	20 ft	10 ft	20 ft	AMR:35ft AMR:35ft	20 ft	20 ft	80%	60ft	N/A
I-P	NONE	50 ft	35 ft	NONE	NONE	AR:50ft AR:50ft	20 ft	N/A	75%	45 ft	N/A
I-L	NONE	50 ft	30 ft	NONE	NONE	AR:50ft AR:50 ft	20 ft	N/A	85%	45 ft	N/A
I-H	NONE	50 ft	30 ft	NONE	NONE	AR:50ft AR:50ft	20 ft	N/A	85%	45 ft	N/A

- (a) Visual clearance areas must be maintained. (18.102)
- (b) MF = Multi-family; SF = Single family dwelling units
- (c) Where the side or rear yard of attached single family or multi-family residential dwellings abut a more restrictive zoning district, such setbacks shall not be less than 30 feet.
- (d) Additional information is available pertaining to "Grandfather Clause" on lot sizes and dimensions.
- @ If within 100 ft. of residential area, then 40 ft.
- @@ See Visual Clearance Areas, Landscaping and Screening Chapters of Code
- AR When a property line abuts a residential zone
- AMR When a property line abuts a more restrictive residential zone

CITY OF TIGARD
PRE-APPLICATION CONFERENCE NOTES

"EXHIBIT 2"

DATE: 10-1-92

APPLICANT: Robert + Donna Rudy AGENT: _____
Phone: 246-5971 Phone: _____

PROPERTY LOCATION
ADDRESS: 14185 SW 100
TAX MAP & TAX LOT: 251 11BB, 500

NECESSARY APPLICATION(S): Subdivision - 6 lots
Variance for 19 residences on 1 Access, AND Setback Var for (2)
Existing house
PROPOSAL DESCRIPTION: 6 lot subdivision (5 Duplexes +
1 Existing house) VARIANCE TO ALLOW MORE THAN SIX DWELLING
LOTS ON A PRIVATE STREET

COMPREHENSIVE PLAN DESIGNATION: Med.-Density Residential

ZONING DESIGNATION: R-12

NEIGHBORHOOD PLANNING ORGANIZATION # 6 CHAIRPERSON: Sue Carver
PHONE: 639-8507

ZONING DISTRICT DIMENSIONAL REQUIREMENTS

Minimum lot size: 3,050 sq. ft.
Minimum lot width: 0 ft.
Setbacks: front- 15 ft. side- 5 ft., rear- 15 ft.
garage- 20 ft. corner- ft. from both streets.
Maximum site coverage: 80%
Minimum landscaped or natural vegetation area: 20%
Maximum building height: 35 ft.

ADDITIONAL LOT DIMENSIONAL REQUIREMENTS

Minimum lot frontage: 25 feet unless lot is created through the minor land
partition process. Lots created as part of a partition must have a
minimum of 15 feet of frontage or have a minimum 15 foot wide access
easement. (2)

Maximum lot depth to width ratio of 2.5 to 1.

SPECIAL SETBACKS

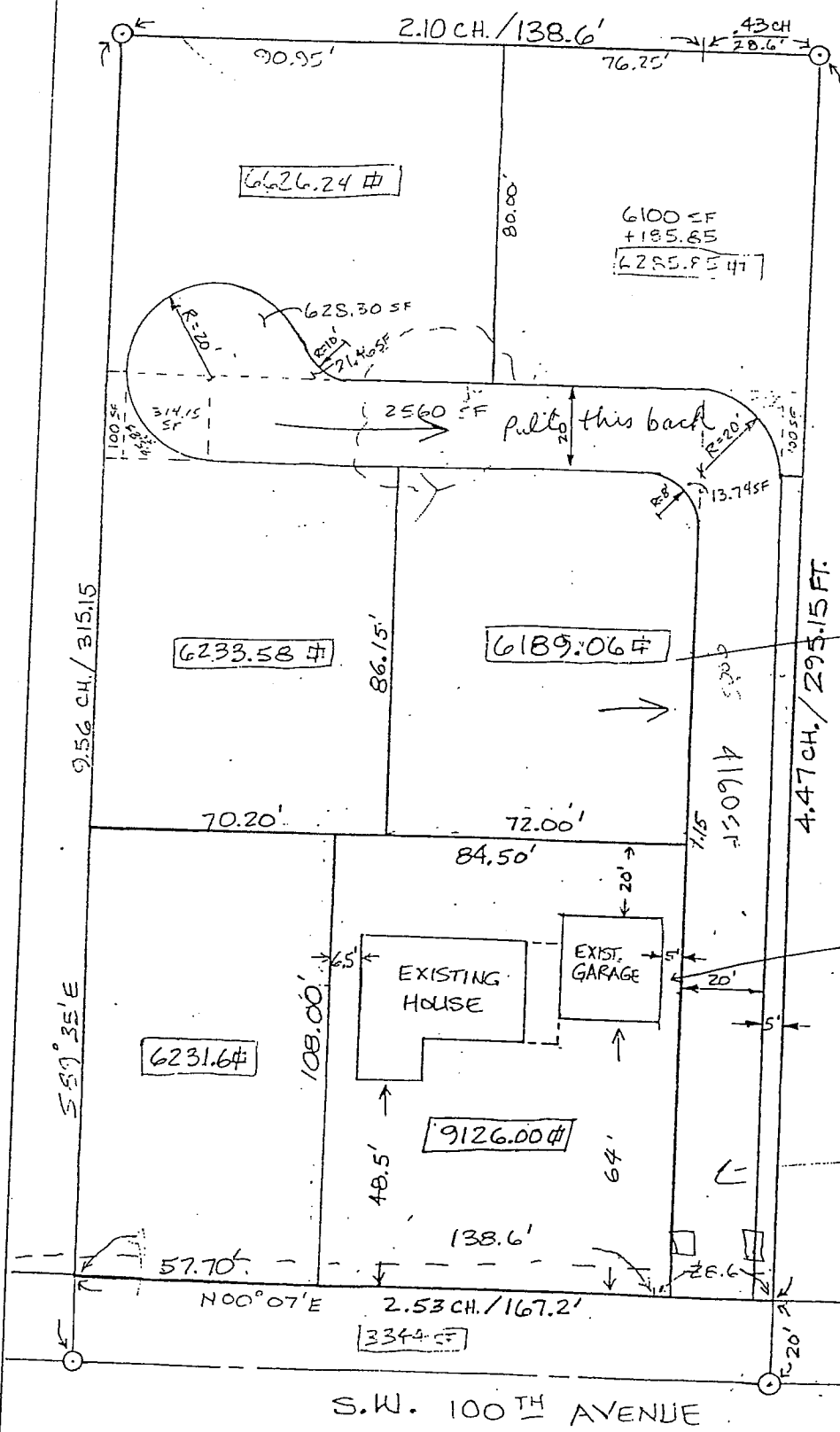
Streets: ft. from centerline of
Established areas: ft. from
Lower intensity zones: ft., along the site's boundary
Flag lot: 10 ft. side yard setback
Accessory structures: up to 528 sq. ft. in size=5 ft. setback from side
and rear lot lines
Accessory structures: up to 1000 sq. ft. (where allowed) - See
applicable zoning district setbacks
Zero lot line lots: minimum 10 foot separation between buildings
Multi-family residential building separation: See Code Section 18.96.030

PARCEL AREA = 52693.08 SF
 STREET RT. OF-WAY = 3344.00 SF
 DEVELOPABLE AREA = 49349.08 SF

66 LF/CHAIN
 SCALE: 1" = 40.0'

PROPOSED
 SUBDIVISION
 PLAT

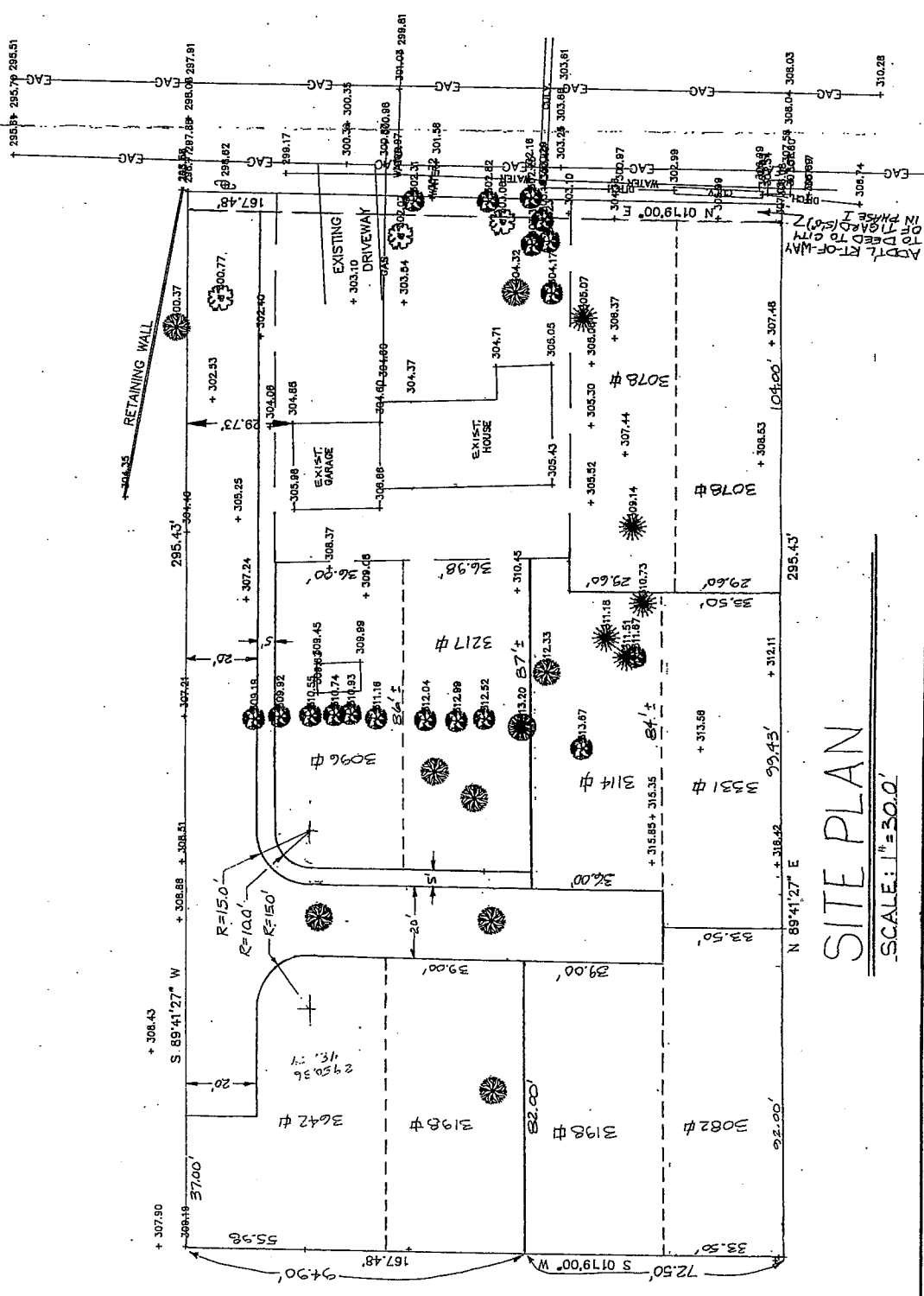
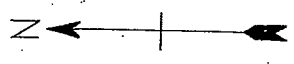
42.381 30 SHEETS 5 SQUARE
 42.381 100 SHEETS 5 SQUARE
 42.381 200 SHEETS 5 SQUARE
 42.381 300 SHEETS 5 SQUARE
 42.381 400 SHEETS 5 SQUARE
 42.381 500 SHEETS 5 SQUARE
 42.381 600 SHEETS 5 SQUARE
 42.381 700 SHEETS 5 SQUARE
 42.381 800 SHEETS 5 SQUARE
 42.381 900 SHEETS 5 SQUARE
 42.381 1000 SHEETS 5 SQUARE
 NATIONAL
 SURVEYING



Poor
 Solar access
 42629.09

10' setback required
 Variance necessary or
 removal of garage

minimum private drive
 access width of 30 ft with
 24' of pavement and 5 ft
 sidewalk. Screening
 req. on north side



SITE PLAN

SCALE: 1"=30.0'

Robert E. & Donna L. Ruedy 14185 S.W. 180th Avenue, Tigard, OR 97224 (503) 620-5997	14185 RUEDY PARTITION PROJECT		SITE PLAN # PARTITION LAYOUT		C-1 DRAWING NUMBER
	14185 RUEDY PARTITION PROJECT		SITE PLAN # PARTITION LAYOUT		C-1 DRAWING NUMBER
DESIGNED BY: R. RUEDY CHECKED BY: R. RUEDY DATE: 7/19/93		REVISIONS BY: DATE: APP.		SHEET NUMBER	

Chapter 18.510
RESIDENTIAL ZONING DISTRICTS

Sections:

- 18.510.010 Purpose
- 18.510.020 List of Zoning Districts
- 18.510.030 Uses
- 18.510.040 Minimum and Maximum Densities
- 18.510.050 Development Standards
- 18.510.060 Accessory Structures

18.510.010 Purpose

- A. Preserve neighborhood livability. One of the major purposes of the regulations governing development in residential zoning districts is to protect the livability of existing and future residential neighborhoods, by encouraging primarily residential development with compatible non-residential development -- schools, churches, parks and recreation facilities, day care centers, neighborhood commercial uses and other services -- at appropriate locations and at an appropriate scale. (Subjective!)
- B. Encourage construction of affordable housing. Another purpose of these regulations is to create the environment in which construction of a full range of owner-occupied and rental housing at affordable prices is encouraged. This can be accomplished by providing residential zoning districts of varying densities and developing flexible design and development standards to encourage innovation and reduce housing costs.

SUBJECTIVE &
UNREASONABLE
UNDEFINED!

18.510.020 List of Zoning Districts

- A. R-1: Low-Density Residential District. The R-1 zoning district is designed to accommodate detached single-family homes with or without accessory residential units at a minimum lot size of 30,000 square feet. Some civic and institutional uses are also permitted conditionally.
- B. R-2: Low-Density Residential District. The R-2 zoning district is designed to accommodate detached single-family homes with or without accessory residential units at a minimum lot size of 20,000 square feet. Some civic and institutional uses are also permitted conditionally.
- C. R-3.5: Low-Density Residential District. The R-3.5 zoning district is designed to accommodate detached single-family homes with or without accessory residential units at a minimum lot size of 10,000 square feet. Duplexes are permitted conditionally. Some civic and institutional uses are also permitted conditionally.
- D. R-4.5: Low-Density Residential District. The R-4.5 zoning district is designed to accommodate detached single-family homes with or without accessory residential units at a minimum lot size of 7,500 square feet. Duplexes and attached single-family units are permitted conditionally. Some civic and institutional uses are also permitted conditionally.
- E. R-7: Medium-Density Residential District. The R-7 zoning district is designed to accommodate attached single-family homes, detached single-family homes with or without accessory residential units, at a minimum lot size of 5,000 square feet, and duplexes, at a minimum lot size of 10,000 square feet. Mobile home parks and subdivisions are also permitted outright. Some civic and institutional uses are also permitted conditionally.

- F. R-12: Medium-Density Residential District. The R-12 zoning district is designed to accommodate a full range of housing types at a minimum lot size of 3,050 square feet. A wide range of civic and institutional uses are also permitted conditionally.
- G. R-25: Medium High-Density Residential District. The R-25 zoning district is designed to accommodate existing housing of all types and new attached single-family and multi-family housing units at a minimum lot size of 1,480 square feet. A limited amount of neighborhood commercial uses is permitted outright and a wide range of civic and institutional uses are permitted conditionally.
- H. R-40: Medium High-Density Residential District. The R-40 zoning district is designed to accommodate existing housing of all types and new attached single-family and multi-family housing units with no minimum lot size or maximum density. A limited amount of neighborhood commercial uses is permitted outright and a wide range of civic and institutional uses are permitted conditionally.

18.510.030 Uses

- A. Types of uses. For the purposes of this chapter, there are four kinds of use:

1. A permitted (P) use is a use which is permitted outright, but subject to all of the applicable provisions of this title. If a use is not listed as a permitted use, it may be held to be a similar unlisted used under the provisions of Chapter 18.230;

(NOT THE SAME AS 1992 REFERENCE TO 18.43)

2. A restricted (R) use is permitted outright providing it is in compliance with special requirements, exceptions or restrictions;

3. A conditional use (C) is a use the approval of which is discretionary with the Hearings Officer. The approval process and criteria are set forth in Chapters 18.310 and 18.320. If a use is not listed as a conditional use, it may be held to be a similar unlisted used under the provisions of Chapter 18.230;

(SUBJECTIVE!)

(NOT THE SAME AS 1992 REF. TO 18.43)

(NOT THE SAME AS 1992 REFERENCE TO 18.130)

4. A prohibited (N) use is one which is not permitted in a zoning district under any circumstances.

- B. Use table. A list of permitted, limited, conditional and prohibited uses in residential zones is presented in Table 18.510.1.

NOT DEFINED
IN 1992
VERSION

TABLE 18.510.1
USE TABLE

USE CATEGORY		R-1	R-2	R-3.5	R-4.5	R-7	R-12	R-25	R-40
1	RESIDENTIAL								
	Household Living? <i>SEE 1992 VERSION - "RESIDENTIAL HOMES?"</i>	P	P	P	P	P	P	P	P
DEFINE	"Group Living" & WHAT IS "GROUP CARE"?	R ^{1/C}	R ^{1/C}	R ^{1/C}	R ^{1/C}	R ^{1/C}	R ^{1/C}	R ^{1/C}	R ^{1/C}
DEFINE	"Transitional Housing"	N	N	N	N	N	C	C	C
	Home Occupation	R ²	R ²	R ²	R ²	R ²	R ²	R ²	R ²
2	HOUSING TYPES								
	Single Units, Attached	N	N	N	R ⁸	R ^{9/C}	P ¹	P	P
	Single Units, Detached	P	P	P	P	P	P	P	P
DEFINE	"Accessory Units"	R ³	R ³	R ³	R ³	R ³	R ³	R ³	R ³
	Duplexes	N	N	C	C	P	P	P	P
	Multi-Family Units	N	N	N	N	N	P	P	P
	Manufactured Units	P	P	P	P	P	P	P	P
	Mobile Home Parks/Subdivisions	N	N	C	C	P	P	P	P
3	CIVIC (INSTITUTIONAL)								
	Basic Utilities <i>DIFFERENT THAN 1992 (SEE "NOTE 4" ON NEXT PAGE)</i>	C ⁴	C ⁴	C ⁴	C ⁴	C ⁴	C ⁴	C ⁴	C ⁴
	Colleges	C	C	C	C	C	C	C	C
	Community Recreation	C	C	C	C	C	C	C	C
	Cultural Institutions	N	N	C	C	C	C	N	N
	Day Care	P/C ⁵	P/C ⁵	P/C ⁵	P/C ⁵	P/C ⁵	P/C ⁵	P/C ⁵	P/C ⁵
	Emergency Services	C	C	C	C	C	N	N	N
	Medical Centers & "HOSPITALS"? <i>(SEE 1992 VERSION)</i>	N	N	C	C	C	C	C	C
	Postal Service	N	N	N	N	N	N	N	N
	Public Support Facilities	P	P	P	P	P	P	P	P
	Religious Institutions	C	C	C	C	C	C	C	C
	Schools	C	C	C	C	C	C	C	C
	Social/Fraternal Clubs/Lodges	N	N	N	N	N	C	C	C
	<i>"PARKING FACILITIES" IS MISSING FROM THIS LISTING, BUT IS ON 1992 VERSION.</i>								
4	COMMERCIAL								
	Commercial Lodging	N	N	N	N	N	N	N	N
	Eating and Drinking Establishments	N	N	N	N	N	N	N	N
	Entertainment-Oriented								
-	Major Event Entertainment	N	N	N	N	N	N	N	N
-	Outdoor Entertainment	N	N	N	N	N	N	N	N
-	Indoor Entertainment	N	N	N	N	N	N	N	N
-	Adult Entertainment	N	N	N	N	N	N	N	N
	General Retail								
-	Sales-Oriented	N	N	N	N	N	N	R ¹¹	R ¹¹
-	Personal Services	N	N	N	N	N	N	R ¹¹	R ¹¹
-	Repair-Oriented	N	N	N	N	N	N	R ¹¹	R ¹¹
-	Bulk Sales	N	N	N	N	N	N	N	N
-	Outdoor Sales	N	N	N	N	N	N	N	N
-	Animal-Related	N	N	N	N	N	N	N	N

TABLE 18.510.1 (CON'T)

USE CATEGORY	R-1	R-2	R-3.5	R-4.5	R-7	R-12	R-25	R-40
Motor Vehicle Related								
- Motor Vehicle Sales/Rental	N	N	N	N	N	N	N	N
- Motor Vehicle Servicing/Repair	N	N	N	N	N	N	N	N
- Vehicle Fuel Sales	N	N	N	N	N	N	N	N
Office	N	N	N	N	N	N	N	N
Self-Service Storage	N	N	N	N	N	N	N	N
Non-Accessory Parking	N	N	N	N	N	C ¹⁰	C ¹⁰	C ¹⁰
5 INDUSTRIAL								
Industrial Services	N	N	N	N	N	N	N	N
Manufacturing and Production								
- Light Industrial	N	N	N	N	N	N	N	N
- General Industrial	N	N	N	N	N	N	N	N
- Heavy Industrial	N	N	N	N	N	N	N	N
Railroad Yards	N	N	N	N	N	N	N	N
Research and Development	N	N	N	N	N	N	N	N
Warehouse/Freight Movement	N	N	N	N	N	N	N	N
Waste-Related	N	N	N	N	N	N	N	N
Wholesale Sales	N	N	N	N	N	N	N	N
6 OTHER								
Agriculture/Horticulture	P ⁶	P ⁶	P ⁶	P ⁶	P ⁶	N	N	N
Cemeteries	N	N	C	C	C	N	N	N
Detention Facilities	N	N	N	N	N	N	N	N
Heliports	N	N	N	N	N	N	N	N
Mining	N	N	N	N	N	N	N	N
Wireless Communication Facilities	P/R ⁷	P/R ⁷	P/R ⁷	P/R ⁷	P/R ⁷	P/R ⁷	P/R ⁷	P/R ⁷
Rail Lines/Utility Corridors	C	C	C	C	C	C	C	C

P=Permitted

R=Restricted

C=Conditional Use

N=Not Permitted

RESIDENTIAL-
GROUP LIVING "1 Group living with five or fewer residents permitted by right; group living with six or more residents permitted as conditional use.

RESIDENTIAL-
HOME OCCUPATION "2 Permitted subject to requirements Chapter 18.742.

HOUSING TYPES-
ACCESSORY UNITS "3 Permitted subject to compliance with requirements in 18.710.

WIC/INSTITUTIONAL-
BASIC UTILITIES "4 Except water and storm and sanitary sewers, which are allowed by right.

WIC/INSTITUTIONAL-
DAY CARE "5 In-home day care which meets all state requirements permitted by right; freestanding day care centers which meet all state requirements permitted conditionally.

NOT
APPLICABLE "6 When an agricultural use is adjacent to a residential use, no poultry or livestock, other than normal household pets, may be housed or provided use of a fenced run within 100 feet of any nearby residence except a dwelling on the same lot.

"OTHER -
WIRELESS
COMMUNICATION
FACILITY"

⁷See Chapter 18.798, Wireless Communication Facilities, for requirements for permitted and restricted facilities.

NOT
APPLICABLE

⁸Attached single-family units permitted only as part of an approved planned development.

NOT
APPLICABLE

⁹Permitted by right if no more than five units in a grouping; permitted conditionally if six or more units per grouping.

COMMERCIAL
"NON-ACCESSORY
PARKING"

¹⁰Only park-and-ride and other transit-related facilities permitted conditionally.

NOT
APPLICABLE

¹¹Limited to ground-floor level of multi-family projects, not to exceed 10% of total gross square feet of the building.

18.510.040 Minimum and Maximum Densities

- A. Purpose. The purpose of this section is to establish minimum and maximum densities in each residential zoning district. To ensure the quality and density of development envisioned, the maximum density establishes the ceiling for development in each zoning district based on minimum lot size. To ensure that property develops at or near the density envisioned for the zone, the minimum density for each zoning district has been established at 80% of maximum density.
- B. Calculating minimum and maximum densities. The calculation of minimum and maximum densities is governed by the formulas in Chapter 18.715, Density Computations. *DEFINE THESE RESTRICTIONS ON R-12 PROPERTY AND HOW THE CURRENT CODE WILL NEGATIVELY IMPACT THE 1992 VERSION OF CHAPTER 18.92 AND OTHERS.*
- C. Adjustments. Applicants may request an adjustment when, because of the size of the site or other constraint, it is not possible to accommodate the proportional minimum density as required by Section 18.715020C and still comply with all of the development standards in the underlying zoning district, as contained in Table 18.510.2 below. Such an adjustment may be granted by means of a Type I procedure, as governed by Chapter 18.390, using approval criteria in Section 18.370.020.C.2.

MAY NEED THIS
TO RECTIFY
ELEMENTS OF
MEASURE 37 CLAIM

18.510.050 Development Standards

- A. Compliance required. All development must comply with:

1. All of the applicable development standards contained in the underlying zoning district, except where the applicant has obtained variances or adjustments in accordance with Chapters 18.370;
2. All other applicable standards and requirements contained in this title.

- B. Development Standards. Development standards in residential zoning districts are contained in Table 18.510.2.

CLARIFY ANY
IMPTS ON
1992 R-12
PROPERTY

THE BELOW CONDITION
WERE NOT INCLUDED IN 1992
VERSION AND LIMIT
THE USE OF THE PROPERTY
FOR SAID PURPOSES.

18.510.060 Accessory Structures

A. Permitted uses. Accessory structures are permitted by right in all residential zones subject to the following:

1. Dimensional requirements:

THESE ARE AN
ISSUE!
NOT IN 1992
R-12 REGMNT'S
VERSION

- ☐ a. On sites containing less than 2.5 acres, an accessory structure may not exceed 528 square feet. On sites 2.5 acres or larger, an accessory structure may not exceed 1,000 square feet;
- ☐ b. An accessory structure may not exceed 15 feet in height;
- ☐ c. In no case shall the primary structure and accessory structure(s) exceed the maximum lot coverage allowed in the base zone;
- ☐ d. An accessory structure may not be located within the front yard setback;
- ☐ e. An accessory structure must maintain a minimum side and rear yard setback of five feet;

2. Non-dimensional requirements:

- ☐ a. No accessory structure shall encroach upon or interfere with the use of any adjoining property or public right-of-way including but not limited to streets, alleys and public and private easements; ACCESS TO THE VACANT BACKYARD TO NORTH IS NOT MY PROBLEM.
- ☐ b. An accessory structure shall comply with all of the requirements of the Uniform Building Code. All accessory structures except those less than 120 square feet in size require a building permit;
- ☐ c. An accessory structure which is non-conforming is subject to the provisions of Chapter 18.760, Non-Conforming Situations, when an alternation, expansion or reconstruction is requested;
- ☐ d. The erection of television receiving dishes on the roof of a structure is not permitted in any residential zone.

- ☐ 3. All freestanding and detached towers, antennas, wind-generating devices and TV receiving dishes, except as otherwise regulated by Wireless Communication Facilities (Chapter 18.798), shall have setbacks equal to or greater than the height of the proposed structure. Suitable protective anti-climb fencing and a landscaped planting screen, in accordance with Chapter 18.745, Landscaping and Screening, shall be provided and maintained around these structures and accessory attachments. ■

**TABLE 18.510.2
DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES**

STANDARD	R-1	R-2	R-3.5	R-4.5	R-7
Minimum Lot Size					
- Detached unit	30,000 sq.ft.	20,000 sq.ft.	10,000 sq.ft.	7,500 sq.ft.	5,000 sq. ft.
- Duplexes				10,000 sq.ft.	10,000 sq.ft.
- Attached unit [1]					5,000 sq.ft.
Average Minimum Lot Width					
- Detached unit lots	100 ft.	100 ft.	65 ft.	50 ft.	50 ft.
- Duplex lots			90 ft.	90 ft.	50 ft.
- Attached unit lots					40 ft.
Maximum Lot Coverage	-	-	-	-	80% [2]
Minimum Setbacks					
- Front yard	30 ft.	30 ft.	20 ft.	20 ft.	15 ft.
- Side facing street on corner & through lots	20 ft.	20 ft.	20 ft.	15 ft.	10 ft.
- Side yard	5 ft.	5 ft.	5 ft.	5 ft.	5 ft.
- Rear yard	25 ft.	25 ft.	15 ft.	15 ft.	15 ft.
- Side or rear yard abutting more restrictive zoning district					30 ft.
- Distance between property line and front of garage	20 ft.	20 ft.	20 ft.	20 ft.	20 ft.
Maximum Height	30 ft.	30 ft.	30 ft.	30 ft.	35 ft.
Minimum Landscape Requirement	-	-	-	-	20%

[1] Single-family attached residential units permitted at one dwelling per lot with no more than five attached units in one grouping.
[2] Lot coverage includes all buildings and impervious surfaces.

**TABLE 18.510.2 - (Cont'd.)
DEVELOPMENT STANDARDS IN RESIDENTIAL ZONES**

STANDARD	R-12		R-25		R-40	
	MF DU*	SF DU**	MF DU*	SF DU**	MF DU*	SF DU**
Minimum Lot Size						
- Detached unit	3,050 sq.ft. per unit	3,050 sq.ft. per unit	1,480 sq.ft.	3,050 sq.ft. per unit	None	None
- Attached unit				1,480 sq.ft.		None
- Duplexes				6,100 sq.ft. or 3,050 sq.ft. per unit		None
- Boarding, lodging, rooming house			6,100 sq.ft.			None
Average Lot Width	None	None	None	None	None	None
Minimum Setbacks						
- Front yard	20 ft. ✓	15 ft. ✓	20 ft.	15 ft.	20 ft.	15 ft.
- Side facing street on corner & through lots	20 ft. ✓	10 ft. ✓	20 ft.	10 ft.	20 ft.	10 ft.
- Side yard	10 ft. ✓	5 ft. [1] ✓	10 ft.	5 ft. [1]	10 ft.	5 ft. [1]
- Rear yard	20 ft. ✓	15 ft. ✓	20 ft.	15 ft.	20 ft.	15 ft.
- Side or rear yard abutting more restrictive zoning district	30 ft. ✓	30 ft. ✓	30 ft.	30 ft.	35 ft.	35 ft.
- Distance between property line and garage entrance	20 ft. ✓	20 ft. ✓	20 ft.	20 ft.	20 ft.	20 ft.
Maximum Height	35 ft. ✓	35 ft. ✓	45 ft.	45 ft.	60 ft.	60 ft.
Maximum Lot Coverage [2]	80% ✓	80% ✓	80%	80%	80%	80%
Minimum Landscape Requirement	20% ✓	20% ✓	20%	20%	20%	20%

[1] Except this shall not apply to attached units on the lot line on which the units are attached.
[2] Lot coverage includes all buildings and impervious surfaces.

* Multiple-family dwelling unit
** Single-family dwelling unit

CITY OF TIGARD
PRE-APPLICATION CONFERENCE NOTES

"EXHIBIT 1"

PG. 1
OF 2

DATE: August 11, 1992

APPLICANT: PAUL MILLER

AGENT: JAY HARRIS
HARRIS - Mc MONAGLE

Phone: _____

Phone: _____

PROPERTY LOCATION

ADDRESS: 14185 SW 100th
TAX MAP & TAX LOT: 281 11B3 TL 500

NECESSARY APPLICATION(S): SUBDIVISION
SUBDIVISION VARIANCE FOR CORNER YARD SETBACK LESS THAN 10 FT. STANDARD

PROPOSAL DESCRIPTION: SEVEN LOT SUBDIVISION

COMPREHENSIVE PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIAL

ZONING DESIGNATION: R-12

NEIGHBORHOOD PLANNING ORGANIZATION # 6 CHAIRPERSON: SUE CARVER
PHONE: 639-8507

ZONING DISTRICT DIMENSIONAL REQUIREMENTS

Minimum lot size: 3,050 sq. ft.
Minimum lot width: 0 ft.
Setbacks: front- 15 ft. side- 5 ft., rear- 15 ft.
garage- 20 ft. corner- _____ ft. from both streets.
Maximum site coverage: 80%
Minimum landscaped or natural vegetation area: 20%
Maximum building height: 35 ft.

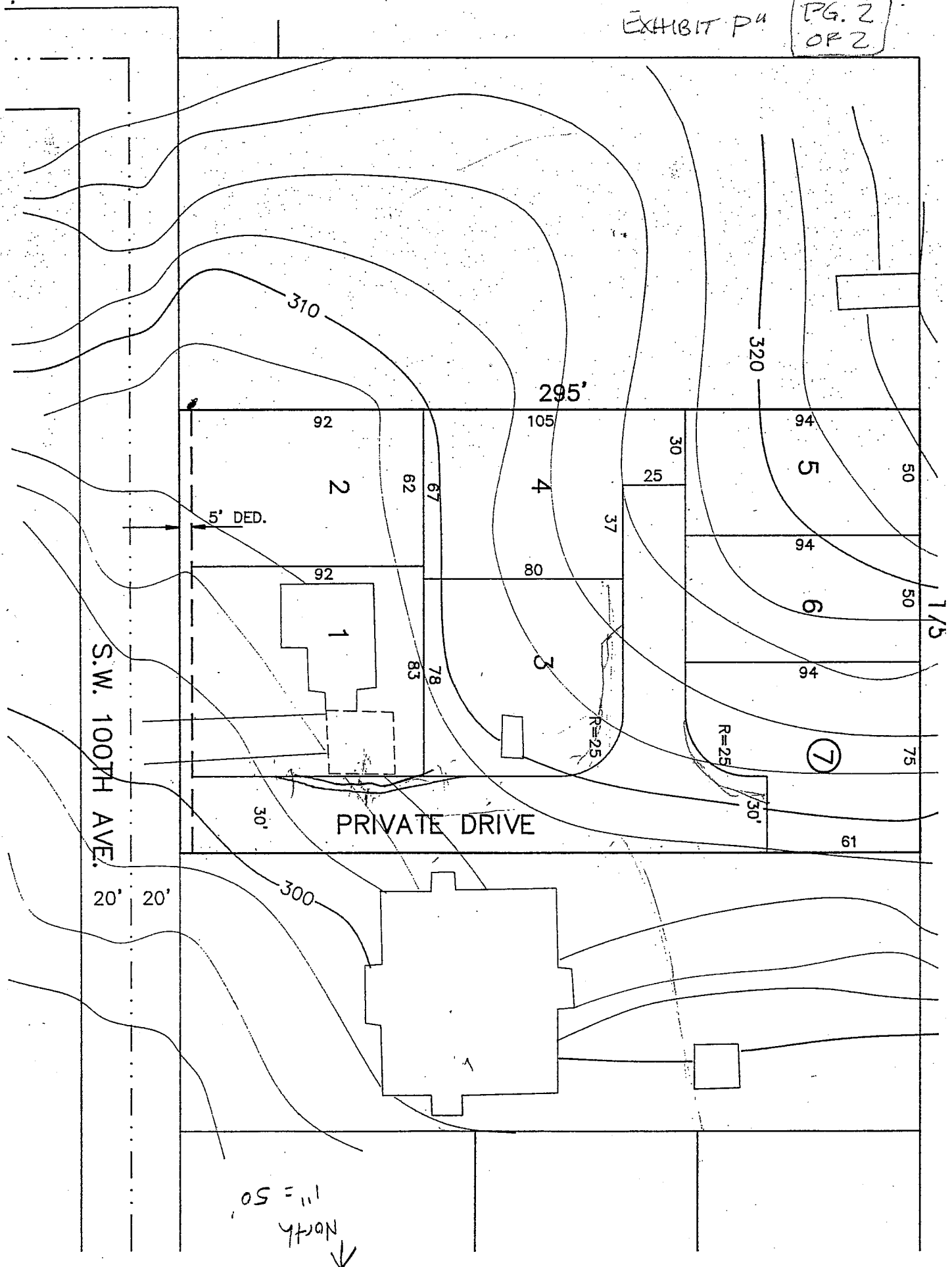
ADDITIONAL LOT DIMENSIONAL REQUIREMENTS

Minimum lot frontage: 25 feet unless lot is created through the minor land partition process. Lots created as part of a partition must have a minimum of 15 feet of frontage or have a minimum 15 foot wide access easement.
Maximum lot depth to width ratio of 2.5 to 1.

SPECIAL SETBACKS

Streets: _____ ft. from centerline of _____
Established areas: _____ ft. from _____
Lower intensity zones: _____ ft., along the site's _____ boundary
Flag lot: 10 ft. side yard setback
Accessory structures: up to 528 sq. ft. in size=5 ft. setback from side and rear lot lines
Accessory structures: up to 1000 sq. ft. (where allowed) - See applicable zoning district setbacks
Zero lot line lots: minimum 10 foot separation between buildings
Multi-family residential building separation: See Code Section 18.96.030

PG. 2
OF 2



CITY OF TIGARD
PRE-APPLICATION CONFERENCE NOTESDATE: MARCH 12, 1992

APPLICANT: _____

AGENT: Phyllis Ford, et al
GEORGETOWN REALTY

Phone: _____

Phone: 256-1112

PROPERTY LOCATION

ADDRESS: 14185 SW 100thTAX MAP & TAX LOT: T.L. 500NECESSARY APPLICATION(S): SUBDIVISIONPROPOSAL DESCRIPTION: 7 lot subdivisionCOMPREHENSIVE PLAN DESIGNATION: MEDIUM DENSITY RESIDENTIALZONING DESIGNATION: R-12 (12 units per acre)NEIGHBORHOOD PLANNING ORGANIZATION # 6 CHAIRPERSON: Sup Carver
PHONE: 639-8507

ZONING DISTRICT DIMENSIONAL REQUIREMENTS

Minimum lot size: 3,050 sq. ft. per unitMinimum lot width: — ft.Setbacks: front- 15 ft. side- 5 ft., rear- 15 ft.garage- 20 ft. corner- 10 ft. from both streets.Maximum site coverage: 80%Minimum landscaped or natural vegetation area: 20%Maximum building height: 35 ft.

ADDITIONAL LOT DIMENSIONAL REQUIREMENTS

* Minimum lot frontage: 25 feet unless lot is created through the minor land partition process. Lots created as part of a partition must have a minimum of 15 feet of frontage or have a minimum 15 foot wide access easement.

* Maximum lot depth to width ratio of 2.5 to 1.

SPECIAL SETBACKS

Streets: — ft. from centerline of —Established areas: — ft. from —Lower intensity zones: — ft., along the site's — boundary

Flag lot: 10 ft. side yard setback

Accessory structures: up to 528 sq. ft. in size=5 ft. setback from side and rear lot lines

Accessory structures: up to 1000 sq. ft. (where allowed) - See applicable zoning district setbacks

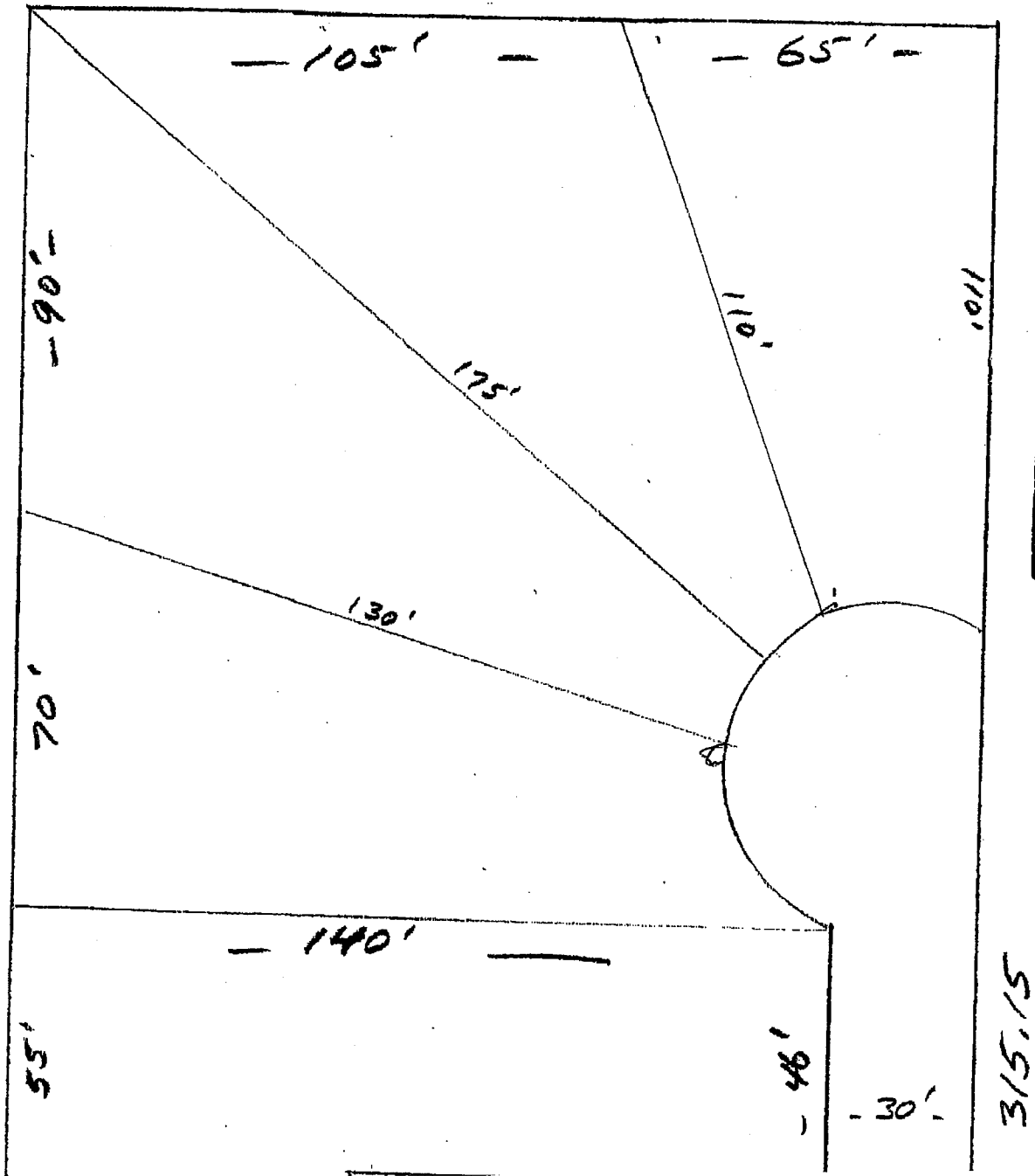
Zero lot line lots: minimum 10 foot separation between buildings

Multi-family residential building separation: See Code Section 18.96.030

1" = 30'

"EXHIBIT Q"

PG. 2
OF 2



SINGLE FAMILY AND DUPLEX

CHECK LIST FOR SUBMITTING BUILDING PLANS

NEW ONE AND TWO FAMILY RESIDENCE:

- _____ 3 sets of plans
- _____ 3 site plans -- to include property lines, setbacks, and erosion control placement
- _____ Application form -- including site address, subdivision & lot number, names of contractors (general, heating, plumbing)
- _____ \$250 plan check deposit

ADDITIONS OR ALTERATIONS:

- _____ 2 sets of plans (3 sets if adding square footage)
- _____ 2 site plans (3 if adding square footage) -- to include property lines, setbacks, and erosion control placement
- _____ Application form -- to include names of contractors (general, heating, plumbing)
- _____ Plan check deposit (based on valuation of construction)

PERMIT FEES AND DEVELOPMENT CHARGES

Building Permit Fees:

Based on valuation of construction as per 1990 State of Oregon Structural Specialty and Fire Life Safety Code Fee Schedule Table 3-A.

Plan Check Fees:

- 65% of building permit fee
- 25% of mechanical permit fee

State Tax:

5% of permit fees (building, mechanical, and plumbing)

Plumbing & Mechanical Permit Fees:

Based on the 1990 State of Oregon Fee Schedule

Development Charges (new one & two family):

Traffic Impact Fee	\$1,460 per unit
SSDC (storm drainage)	\$ 280 per unit /2640 SF
PDC (parks development)	\$ 500 per unit
* Sewer Connection	\$2,100 per unit
Sewer Inspection	\$ 35 per bldg.

* May be subject to additional assessment for construction of public sewer.

MISCELLANEOUS

Electrical Permits:

Contact Washington County -- 684-4632

Water Meters:

Tigard Water District -- 639-3516
Tualatin Valley Water District -- 245-3331

RUENY M37 2006-00006



"EXHIBIT S"

"EXHIBIT S"

7/1/06 TO 6/30/07 REAL PROPERTY TAX STATEMENT
WASHINGTON COUNTY OREGON * 155 N FIRST AVE., RM 130 * HILLSBORO, OREGON 97124

PROPERTY DESCRIPTION **MAP: 2S111BB-00500** **ACCOUNT NO: R501905**

SITUS: 14185 SW 100TH AVE,
TIGARDVILLE HEIGHTS, LOT PTS 13-14, ACRES 1.14

CODE AREA: 023.74

2006-2007 CURRENT TAX BY DISTRICT:

COLL-PORTLAND 40.87
ESD-NW REGIONAL 22.23
SCHOOL - TIGARD 720.99
SCH-TIGARD/TUAL/AFTER LOL 144.51
EDUCATION TAXES: \$928.60

WASHINGTON COUNTY 324.90
REG-METRO SERVICE 13.96
PORT-PORTLAND 10.13
FIRE-TV FIRE & RESCUE 220.41
CITY-TIGARD 363.17
TV FIRE & RESCUE LOL 36.13
GENERAL GOVERNMENT TAXES: \$968.70

VALUES:

	LAST YEAR	THIS YEAR
MARKET VALUES:		
LAND	216,840	293,190
STRUCTURE	72,490	81,330
TOTAL RMV VALUE	289,330	374,520

TAXABLE VALUES:

ASSESSED VALUE	140,310	144,510
----------------	---------	---------

PROPERTY TAXES: \$2,293.33 \$2,276.19

APPEAL DEADLINE January 2nd, 2007
Value Questions Call 503-846-8826
Tax Questions Call 503-846-8801
Personal Property Questions Call 503-846-8741
Other Questions Call 503-846-8741

PROPERTY TAX PAYMENT OPTIONS		
(See back of Statement for payment instructions.)		
Pay Due	Discount	Net Amount Due
In Full 11/15/06	68.29	\$2,207.90
2/3 11/15/06	30.35	\$1,487.11
1/3 11/15/06	NONE	\$758.73
PLEASE MAKE PAYMENT TO: Washington County Tax		

Make Online Payments at:
<https://ecomn.co.washington.or.us/propertytax>
Pay by Phone at: (888) 510-9274

DELINQUENT TAXES: NO DELINQUENT TAXES DUE
(See back for explanation of taxes marked with an asterisk (*).
Delinquent Tax Total is included in payment options to the left.)
TOTAL (After Discount): \$2,207.90
All Payments Processed Upon Receipt

1510001
11/10/06
11/10/06
11/10/06
11/10/06

Robert E Ruedy
14185 SW 100th Avenue
Tigard, OR 97224-4951
(503) 620-5997

RECEIVED

DEC 22 2006

CITY OF TIGARD
PLANNING/ENGINEERING

1:10 pm
K.P.

LETTER OF TRANSMITTAL

Date: 12/21/06 Job No. Ruedy Property

ATTN: K. J. Peerman

RE: Measure 37 Claim Filing,

TO: Permit Center & Planning Department
City of Tigard, Oregon
13125 SW Hall Blvd.
Tigard, Oregon 97223

Subject: Supplemental Information

Transmitted are the following: ☒ Attached ☐ Under Separate Cover via _____ the following items:

- ☐ Permit Drawings ☐ General Specifications/Scope of Work ☐ Shop Drawings ☐ Submittals ☐ Samples
☐ Change Order ☐ AutoCAD file(s) ☐ As-Built Drawings ☐ O & M Manual(s) ☐ Copy of letter
☒ Other: Supplemental Information as listed below.

Item No.	Copies:	Dated:	Doc. No.:	Page No.:	Rev. No.	Description:
1	1 set	12/14/06	M37.20	Pgs 1-14 of 14	1	State of Oregon Measure 37 (M37) Exhibit T, Preliminary Title Report & Insurance confirmation
2				Pg. of		
3				Pg. of		
4				Pg. of		

- ☐ For Approval ☐ Approved as Submitted ☐ Resubmit ____ sets of copies for Approval
☒ For Review and Comment ☐ Approved as Noted ☐ Submit ____ sets of copies for Distribution
☐ For Your Use ☐ Returned for Corrections ☐ Returned ____ sets of Corrected Prints
☐ As Requested ☐ For Bids Due __/__/__ @ ____ AM/PM ☐ Price Prior to Proceeding
☐ Other:

Routed By:

- ☐ Fax Immediately ☐ Courier/Taxi ☐ Fed Ex - Priority Overnight
☐ UPS - Overnight ☐ U.S. Mail - Overnight delivery ☐ Fed Ex - Standard Overnight
☐ UPS - 2nd Day Air ☐ U.S. Mail - Standard delivery ☒ Hand Deliver
☐ E-Mail/Modem ☐ U.S. Mail - Standard ☐ Other _____

Comments: Please attach these documents to the City of Tigard, Measure 37 Claim Form submitted December 1, 2006 and is awaiting city staff review.

Copy to: File

Signed: Robert E. Ruedy



Loan Policy of Title Insurance

Fidelity National Title Insurance Company
A Stock Company

Policy Number

27-041-92 623842

LOAN POLICY OF TITLE INSURANCE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIDELITY NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land;
5. The invalidity or unenforceability of the lien of the insured mortgage upon the title;
6. The priority of any lien or encumbrance over the lien of the insured mortgage;
7. Lack of priority of the lien of the insured mortgage over any statutory lien for services, labor or material:
 - (a) arising from an improvement or work related to the land which is contracted for or commenced prior to Date of Policy; or
 - (b) arising from an improvement or work related to the land which is contracted for or commenced subsequent to Date of Policy and which is financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance;
8. The invalidity or unenforceability of any assignment of the insured mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the insured mortgage in the named insured assignee free and clear of all liens.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title or the lien of the insured mortgage, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, FIDELITY NATIONAL TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers as of Date of Policy shown in Schedule A.

Fidelity National Title Insurance Company

Countersigned

Authorized Signature



BY

ATTEST

4. DEFENSE AND PROSECUTION OF ACTIONS; DUTY OF INSURED CLAIMANT TO COOPERATE

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever the Company shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) to pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay; or

(ii) to purchase the indebtedness secured by the insured mortgage for the amount owing thereon together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of purchase and which the Company is obligated to pay.

If the Company offers to purchase the indebtedness as herein provided, the owner

of the indebtedness shall transfer, assign, and convey the indebtedness and the insured mortgage, together with any collateral security, to the Company upon payment therefor.

Upon the exercise by the Company of either of the options provided for in paragraphs (i) or (ii), all liability and obligations to the insured under this policy, other than to make the payment required in those paragraphs, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in Section 2 (c) of these Conditions and Stipulations;

(ii) the amount of the unpaid principal indebtedness secured by the insured mortgage as limited or provided under Section 8 of these Conditions and Stipulations or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage insured against by this policy occurs, together with interest thereon; or

(iii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the insured has acquired the estate or interest in the manner described in Section 2(a) of these Conditions and Stipulations or has conveyed the title, then the liability of the Company shall continue as set forth in Section 7(a) of these Conditions and Stipulations.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, or otherwise establishes the lien of the insured mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

(d) The Company shall not be liable for: (i) any indebtedness created subsequent to Date of Policy except for advances made to protect the lien of the insured mortgage and secured thereby and reasonable amounts expended to prevent deterioration of improvements; or (ii) construction loan advances made subsequent to Date of Policy, except construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the land which at Date of Policy were secured by the insured mortgage and which the insured was and continued to be obligated to advance at and after Date of Policy.

9. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. However, any payments made prior to the acquisition of title to the estate or interest as provided in Section 2(a) of these Conditions and Stipulations shall not reduce pro tanto the amount of the insurance afforded under this policy except to the extent that the payments reduce the amount of the indebtedness secured by the insured mortgage.

(b) Payment in part by any person of the principal of the indebtedness, or any other obligation secured by the insured mortgage, or any voluntary partial satisfaction or release of the insured mortgage, to the extent of the payment, satisfaction or release, shall reduce the amount of insurance pro tanto. The amount of insurance may thereafter be increased by accruing interest and advances made to protect the lien of the insured mortgage and secured thereby, with interest thereon, provided in no event shall the amount of insurance be greater than the Amount of Insurance stated in Schedule A.

(c) Payment in full by any person of the voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company except as provided in Section 2(c) of these Conditions and Stipulations.

Lender's Extended

Order No.: 12-1213701-28
Policy No.: 27-041-92 623842

EXHIBIT "ONE"

The East half of Lots 13 and 14, TIGARDVILLE HEIGHTS, in the City of Tigard, County of Washington and State of Oregon.

EXCEPTING THEREFROM; The North 100 feet of the East half of said Lot 13.

Lender's Extended

Order No.: 12-1213701-28
Policy No.: 27-041-92 623842

SCHEDULE B

PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Covenants, conditions and restrictions, as shown on the plat.

Recorded: December 30, 1907 in Plat Book 2 Page 38

Reference is made to said document for full particulars.

Lender's Extended

Order No.: 12-1213701-28
Policy No.: 27-041-92 623842**SCHEDULE B****PART II**

In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that these matters are subordinate to the lien or charge of the insured deed of trust upon the estate or interest:

NONE

Order No.: 12-1213701-28

EXTENDED COVERAGE ENDORSEMENT

Attached to Policy No. 17-041-82 623842

Issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY

Date: January 14, 2002

Premium: \$50.00

The Company hereby insures against loss which said insured shall sustain by reason of any of the following matters:

1. Any incorrectness in the assurance of the Company hereby gives:
 - (a) That there are no covenants, conditions, or restrictions under which the lien of the mortgage or deed of trust referred to in Schedule A can be cut off, subordinated, or otherwise impaired;
 - (b) That there are no present violations on said land of any enforceable covenants, conditions, or restrictions.
 - (c) That, except as shown in Schedule B, there are no encroachments of buildings, structures, or improvements located on said land onto adjoining lands, nor any encroachments onto said land of buildings, structures, or improvements located on adjoining lands.
2. Any future violations on said land of any covenants, conditions, or restrictions occurring prior to acquisitions of title to said land by the insured, provided such violations result in loss or impairment of the lien of the mortgage or deed of trust referred to in Schedule A, or result in loss or impairment of the title to said land if the insured shall acquire title in satisfaction of the indebtedness secured by such mortgage or deed of trust;
3. Damage to existing improvements
 - (a) which are located or encroach upon that portion of the land subject to any easement shown in Schedule B, which damage results from the exercise of the right to use or maintain such easement for the purpose for which the same was granted or reserved;
 - (b) resulting from the exercise of any right to use the surface of said land for the extraction or development of the minerals excepted from the description of said land or shown as a reservation in Schedule B.
4. Any final court order or judgment requiring removal from any land adjoining said land of any encroachment shown in Schedule B.

No coverage is provided under the endorsement as to any covenant, condition, restriction, or other provision relating to environmental protection.

As used in this endorsement, the words "covenants, conditions, and restrictions" do not refer to and do not include the terms, covenants, conditions, restrictions and limitations contained in any instrument creating a lease.

The total liability of the Company under said policy and any endorsement therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions, and stipulations therein, except as modified by the provision hereof.



Fidelity National Title
INSURANCE COMPANY

Tha G. Will
Countersigned

FNTCO 10.7
OLTA 52
CLTA 100

Order No.: 12-1213701-28

LOCATION OF IMPROVEMENTS ENDORSEMENT

Attached to Policy No. 27-041-92 623842

Issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY

Date: January 14, 2002

Premium: \$0.00

The Company assures the Insured that at the date of this policy there is located on the land described therein, improvements having a street address or route and/or box number as follows:

14185 SW 100th Avenue, Tigard, Oregon 97224

The Company hereby insures the Insured against loss which said insured shall sustain in the event that the assurance herein shall prove to be incorrect.

The total liability of the Company under said policy, and any endorsement therein shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the conditions and stipulations thereof to pay.

This endorsement is made a part of said policy and is subject to the schedules, conditions and stipulations therein, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said policy, unless otherwise expressly stated.



Fidelity National Title
INSURANCE COMPANY

Tha A. Will
Countersigned

FNTCO 10.13
FNTIC 456
OLTA 59
CLTA 116

Order No.: 12-1213701-26

ENVIRONMENTAL PROTECTION LIEN ENDORSEMENT

Attached to Policy No. 27-041-92 623842

Issued by FIDELITY NATIONAL TITLE INSURANCE COMPANY

Premium: \$0.00

Date: January 14, 2002

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for residential purposes.

The Company insures the insured against loss or damage sustained by reason of lack of priority of the lien of the insured trust deed or mortgage over:

1. Any environmental protection lien which, at date of policy, is recorded in those records established under state statutes at date of policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
2. Any environmental protection lien provided for by any state statute in effect at date of policy, except environmental protection liens provided for by the following state statutes:

NONE

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.



Fidelity National Title
INSURANCE COMPANY

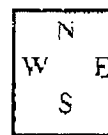
Tha uif
Countersigned

FNTCO 10.34
FNTIC 483.1
ALTA 8.1
OLTA 83.1
CLTA 110.9

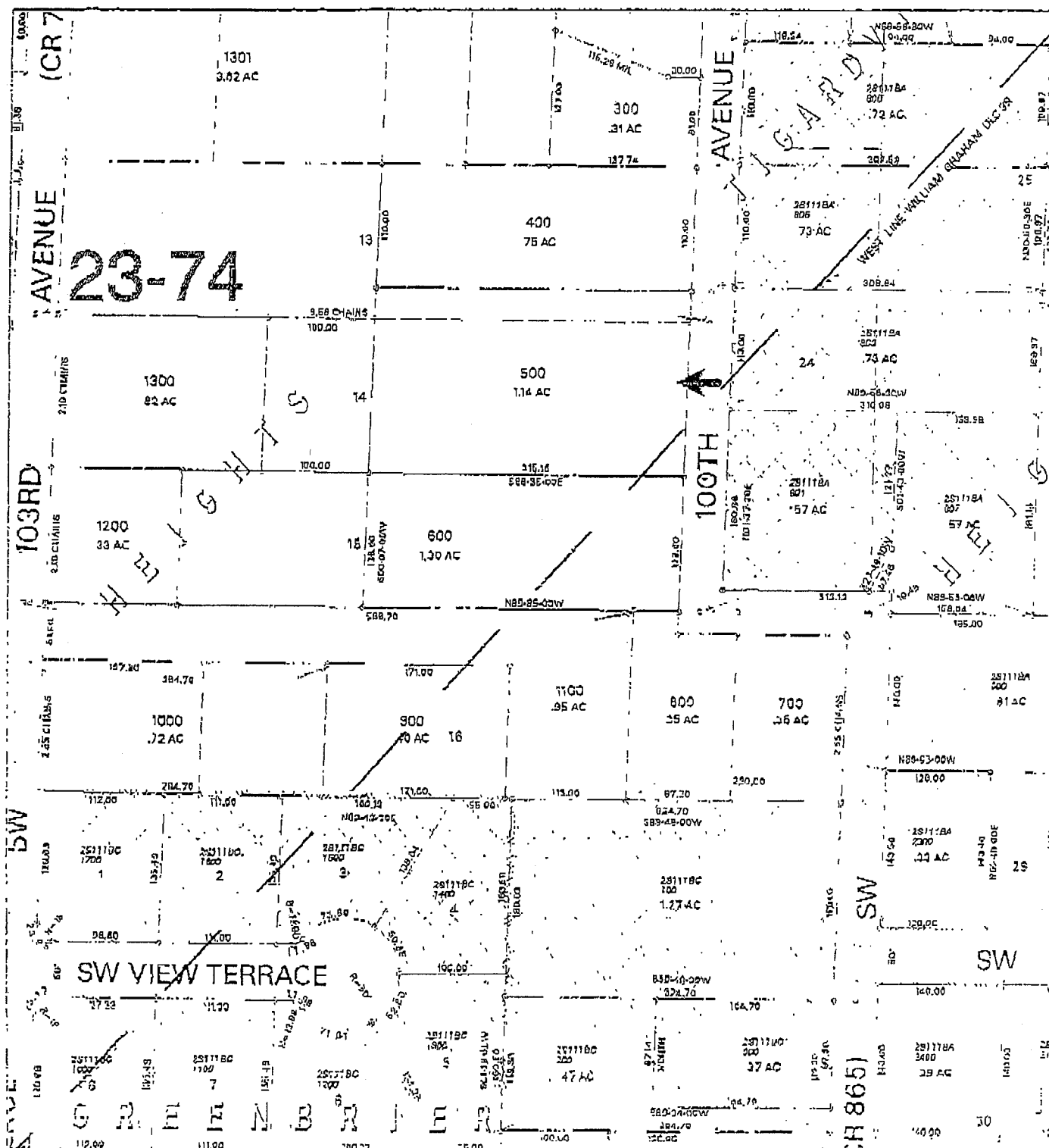


Fidelity National Title Company of Oregon

Map # 2S111BB 00500



The drawing below is copied from the public records and is provided solely for the purpose of assisting in locating the premises. Fidelity National Title assumes no liability for variations, if any, in dimensions, area or location of the premises or the location of improvements ascertained by actual survey.



9. A deed of trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby

Amount: \$138,700.00
Dated: July 28, 1998
Grantor: Robert E. Ruedy and Donna L. Ruedy, husband and wife
Trustee: Mark Peterman
Beneficiary: Home Savings of America, FSB
Loan No.: 019758648
Recorded: August 3, 1998, Recorder's No. 98-084665

10. Line of credit Deed of Trust, to secure an indebtedness as shown below and any other obligation secured thereby:

Amount: \$46,000.00
Dated: August 19, 1998
Grantor: Robert E. Ruedy aka Robert Ernest Ruedy and Donna L. Ruedy
Trustee: U.S. Bank Trust Company, National Association
Beneficiary: U.S. Bank National Association ND
Loan No.: 66400100337120001
Recorded: September 28, 1998, Recorder's No. 98-107201

The following matters pertain to Extended coverage only:

11. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession.

To remove this item, we will require an affidavit and indemnity on a form supplied by the company.

12. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.

The company will make an inspection of the premises and this exception may be eliminated or limited as a result thereof.

13. Any statutory liens for labor or material, including liens for contributions due to the State of Oregon for unemployment compensation and for worker's compensation, which have now gained or may gain priority over the lien of the insured deed of trust, which liens do not now appear of record.

To remove this item, we will require an affidavit and indemnity on a form supplied by the company.

END OF ITEMS AND EXCEPTIONS

NOTES:

Note A. The address of said land is known as 14185 SW 100th Ave., Portland, OR 97224.

Note B. There are no judgments of record against Robert E. Ruedy or Donna L. Ruedy.

[illegible]

TRANSACTION TITLE AGENCY OF OREGON

Portland, OR 97233
Fax (503) 254-6992

This plat map is for your aid in locating your parcel with reference to streets and other properties. While this plat map is believed to be correct, the company assumes no liability for any loss occurring by reason of reliance thereon.

2S111BB

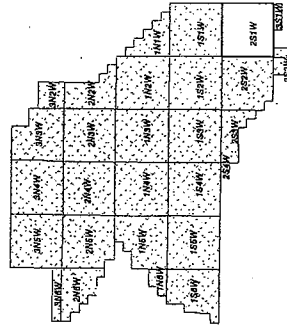
2S111BB

2S111BB

WASHINGTON COUNTY
DEPARTMENT OF
ASSESSMENT & TAXATION

DEC 01 2006

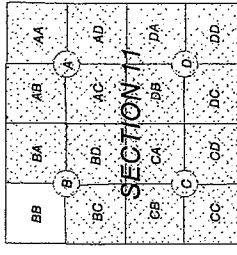
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE



WASHINGTON COUNTY OREGON
NW1/4 NW1/4 SECTION 11 T2S RTW W.M.
SCALE 1" = 100'

36	31	32	33	34	35	36	37
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	37
7	6	5	4	3	2	1	6

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
WWW.CO.WASHINGTON.ORG



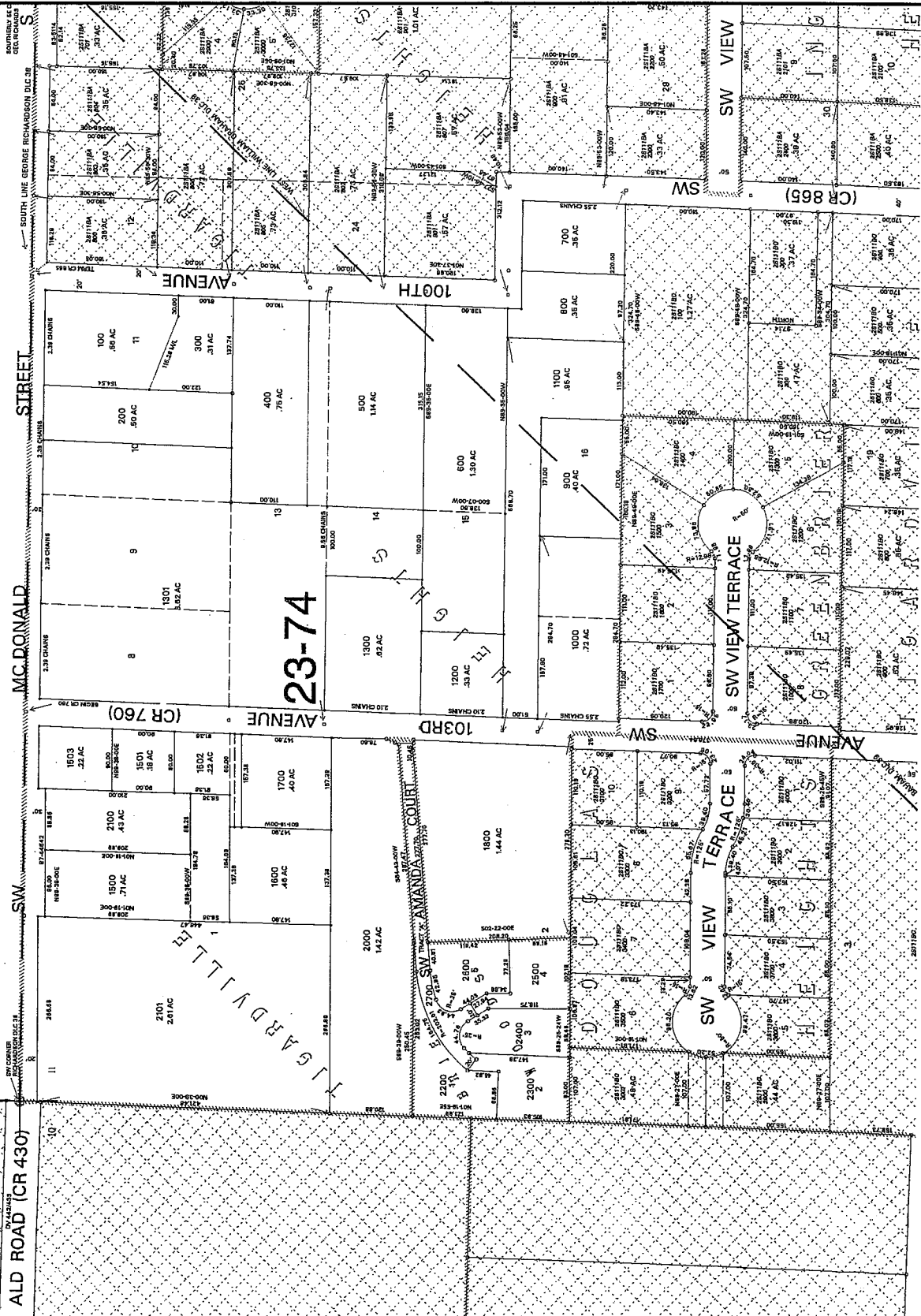
Cancelled Taxlots For: 2S111BB
1400,1701,1702,1800.



PLOT DATE: October 17, 2001
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property information. Please consult the appropriate map to the most current information.

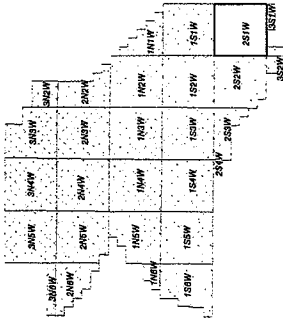
TIGARD
2S111BB



2S111BB

dig2s11w11

2S 1 11BB



WASHINGTON COUNTY OREGON
NW1/4 NW1/4 SECTION 11 T2S R1W W.M.

SCALE 1" = 100'

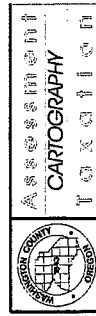
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	28	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

**FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.washington.or.us**

www.co.washington.or.us

Cancelled Taxlots For: 2S111B8

1400.1701.1702.1900.



PLOT DATE: October 17, 2001
FOR ASSESSMENT PURPOSES
ONLY - DO NOT RELY ON
FOR OTHER USE

Map areas delineated by either gray shading or a cross-hatched pattern are for reference only and may not indicate the most current property boundaries. Please consult the appropriate map for the most current information.

2S 1 11BB

2S 1 11BB

11/11/2011

" EXHIBIT V "

(1 of 1)

Print - Close Window

YAHOO! MAIL**Subject:** #6084057**Date:** Tue, 5 Dec 2006 09:09:47 -0800**From:** "Peter Balzola" <pbalzola@pru-nw.com>**To:** "Rob Ruedy" <robruedy@yahoo.com>http://transactionnw.com/ASPEngine/attachments/28030F941A38495CAAEA6FF7506E09C6_email.htm**HTML Attachment**

Peter and Cynthia Balzola
503-684-2182
pbalzola@pru-nw.com
www.balzolaproperties.com



Prudential
Northwest Properties

Mls Number: 6084057**LOTS AND LAND****List Price:** \$158,000

Status: Pending Sale
Address: 17332 SW Minnie
City/ZipCode: Aloha, 97007
PubRmks:
Direct: Hart to Bany. Left on 173rd Right on Minnie Ct
VTour:
Legal: LOT 2 NOEL'S OVERLOOK OF ALDRICH ACREAGE
[Mapquest](#) [Expedia](#)



Image 1

GENERAL INFORMATION

Area: 150 Beaverton, Aloha
TGUid: 624/F/6
SellerDisc: EXEMPT
County: WASHINGTON
Ele.Sch: ERROL HASSELL
MidSch: MOUNTAIN VIEW
SrHiSch: ALOHA

Status: Pending Sale
Sold Price: \$
Zoning:
TaxIDNo.: R0160587
Taxes: \$0.00
LandPropTp: RESID

List Price: \$158,000
Mls Number: 6084057
DOM/CDOM: 17/17
Listing Date: 09/19/2006
OList Price: \$158,000
Expired Date: //
Pend Date: //

LAND INFORMATION

Lot Desc:
Lot Dim: 4967 SF
LotRange: 3K-4,999
Acres:
AddParcels:
LimRep: N
CC&R: Y
SoilTypeClass:

Present Use RESIDNC
Topography:
Soil Type:
Perctest:
AddParcelsDesc:
River/Lake:
Avail: SALE
Escrow: Fidelity Nat Title

Waterfront: OTHER
Rd frontage:
Rd Surface: PAVED
Landlease: N
View: TERRITR
ManufHseOk:
OtherDisc:



"EXHIBIT V"
(2 of 4)

Print - Close Window

Subject:**Date:** Tue, 5 Dec 2006 09:13:33 -0800**From:** "Peter Balzola" <pbalzola@pru-nw.com>**To:** "Rob Ruedy" <robruedy@yahoo.com>
http://transactionnw.com/ASPEngine/attachments/3B9A68D44BE64B8099B3315E23A25D48_email.htm
HTML Attachment

Peter and Cynthia Balzola
503-684-2182
pbalzola@pru-nw.com
www.balzolaproperties.com



Prudential
Northwest Properties

Mls Number: 6084063**LOTS AND LAND****List Price:** \$158,000**Status:** Pending Sale**Address:** 17380 SW Minnie**City/ZipCode:** Aloha, 97007**PubRmks:****Direct:** Hart to Bany. Left on 173rd Right on SW Minnie Ct**VTour:****Legal:** LOT 4 NOEL'S OVERLOOK OF ALDRICH ACREAGE[Mapquest](#)[Expedia](#)

Image 1

GENERAL INFORMATION

Area: 150 Beaverton, Aloha
TGUid: 624/F/6
SellerDisc: EXEMPT
County: WASHINGTON
Ele.Sch: ERROL HASSELL
MidSch: MOUNTAIN VIEW
SrHiSch: ALOHA

Status: Pending Sale
Sold Price: \$
Zoning:
TaxIDNo.: R0160587
Taxes: \$0.00
LandPropTp: RESID

List Price: \$158,000
Mls Number: 6084063
DOM/CDOM: 17/17
Listing Date: 09/19/2006
OList Price: \$158,000
Expired Date: //
Pend Date: //

LAND INFORMATION

Lot Desc:
Lot Dim: 4142 SF
LotRange: 3K-4,999
Acres:
AddParcels:
LimRep: N
CC&R: Y
SoilTypeClass:

Present Use RESIDNC
Topography:
Soil Type:
Perctest:
AddParcelsDesc:
River/Lake:
Avail: SALE
Escrow:

Waterfront:
Rd frontage:
Rd Surface: PAVED
Landlease: N
View: TERRITR
ManufHseOk:
OtherDisc:

YAHOO! MAIL"EXHIBIT 1"
(3 OF 4)

Print - Close Window

Subject:**Date:** Tue, 5 Dec 2006 09:15:35 -0800**From:** "Peter Balzola" <pbalzola@pru-nw.com>**To:** "Rob Ruedy" <robruedy@yahoo.com>http://transactionnw.com/ASPEngine/attachments/472B2DAF12B7483DB656175740EBD432_email.htm**HTML Attachment**

Peter and Cynthia Balzola
503-684-2182
pbalzola@pru-nw.com
www.balzolaproperties.com



Prudential
Northwest Properties

Mls Number: 6093635**LOTS AND LAND****List Price:** \$165,000**Status:** Pending Sale**Address:** 0 NW Albemarle**City/ZipCode:** Portland, 97210

PubRmks: Tucked into a corner between #419 and #485 NW Albemarle this Rare NW lot is perfect for a contemporary 'dwell-style' home. some view towards the North - go see what they're doing toward the end of NW Marlborough - similar conditions and lot size. Up Albemarle past NW Ariel

Direct:**VTour:****Legal:**

KINGS HTS & RPLT; LOT 6 BLOCK 28

[Mapquest](#)[Expedia](#)

Image 1

GENERAL INFORMATION

Area: 148 portland West,
Raleigh Hills

Status: Pending Sale**List Price:** \$165,000**TGuid:** 596/C/5**Sold Price:** \$**Mls Number:** 6093635**SellerDisc:****Zoning:** R7**DOM/CDOM:** 19/19**County:** MULTNOMAH**TaxIDNo.:** R198341**Listing Date:** 10/19/2006**Ele.Sch:** CHAPMAN**Taxes:** \$1,249.82**OList Price:** \$165,000**MidSch:** WEST SYLVAN**LandPropTp:** RESID**Expired Date:** //**SrHiSch:** LINCOLN**Pend Date:** //**LAND INFORMATION****Lot Desc:** TREES**Present Use:** RAWLAND**Waterfront:****Lot Dim:** 4,450 sq ft**Topography:****Rd frontage:****LotRange:** 3K-4,999**Soil Type:****Rd Surface:** PAVED**Acres:** 0.10**Perctest:****Landlease:****AddParcels:****AddParcelsDesc:****View:** SEASONL**LimRep:** N**River/Lake:****ManufHseOk:****CC&R:** N**Avail:** SALE**OtherDisc:****SoilTypeClass:****Escrow:** Chicago - K.Hays

YAHOO! MAIL"EXHIBIT V"
(4 of 4)

Print - Close Window

Subject: #6071634

Date: Tue, 5 Dec 2006 09:08:47 -0800

From: "Peter Balzola" <pbalzola@pru-nw.com>

To: "Rob Ruedy" <robruedy@yahoo.com>

HTML Attachment

Peter and Cynthia Balzola
503-684-2182
pbalzola@pru-nw.com
www.balzolaproperties.com



Prudential
Northwest Properties

Mis Number: 6069408**LOTS AND LAND****List Price: \$175,000**

Status: Pending Sale
Address: 2800 NW ARIEL
City/ZipCode: Portland, 97210
PubRmks: Steep uphill lot on south side of NW Ariel Terrace at NW Albemarle, up WESTOVER left on MARLBOROUGH right to ALBEMARLE left to ARIEL TERRA
Direct:
VTour:
Legal: KINGS HTS & RPLT; LOT 10 BLOCK 27
Mapquest Expedia



Image 1

GENERAL INFORMATION

Area: 148 portland West, Raleigh Hills	Status: Pending Sale	List Price: \$175,000
TGuid: 596/C/5	Sold Price: \$	Mis Number: 6069408
SellerDisc: DSCLOSUR	Zoning: R-7	DOM/CDOM: 70/70
County: MULTNOMAH	TaxIDNo.: R198328	Listing Date: 07/09/2006
Ele.Sch: CHAPMAN	Taxes: \$604.13	OList Price: \$175,000
MidSch:	LandPropTp: RESID	Expired Date: //
SrHiSch: TIGARD		Pend Date: //

LAND INFORMATION

Lot Desc: WOODED	Present Use: RAWLAND	Waterfront:
Lot Dim: 55 X 81	Topography:	Rd frontage:
LotRange: 3K-4,999	Soil Type:	Rd Surface: PAVED
Acres: 0.10	Perctest:	Landlease:
AddParcels: N	AddParcelsDesc:	View: MNTAIN, SEASONL
LimRep: N	River/Lake:	ManufHseOk:
CC&R: N	Avail: SALE	OtherDisc: SELLER LIC. RE BKR.
SoilTypeClass: SILT OVER BEDROCK	Escrow: Fidelity National	



PROCEDURE FOR BALLOT MEASURE 37 COMPENSATION CLAIM

City of Tigard Permit Center 13125 SW Hall Blvd., Tigard, OR 97223
Phone: 503.639.4171 Fax: 503.598.1960

EXHIBIT W

PG. 1
OF 8

The claim must be in writing and include the information listed below. The claim shall not be considered filed until all of the requirements of the procedure are met.

FOR STAFF USE ONLY

Case No.: _____

Application Accepted By: _____

Date: _____

Date Determined Complete: _____

Deposit: \$1,000 (Deposit to be refunded if claim is determined to be valid. If claim is denied and ultimately determined invalid, the claimant shall reimburse the City for the costs the City incurs in processing the claim. If reimbursement exceeds the deposit, the claimant shall pay any additional amount within 30 days of a demand by the City for full payment. If costs are less than the deposit, the difference will be refunded to the claimant.)

IDENTIFICATION OF AFFECTED PROPERTY

Property Street Address/Location(s): 14185 SW 100TH AVENUE, TIGARD, OR 97224

Tax Map & Tax Lot # (s): 25141BB-00500

Subdivision Lot # (s): MAP # 23-74

CLAIMANT INFORMATION

Property Owners/Claimants/Deed Holders*: ROBERT E. RUEBY

Address: 14185 SW 100TH AVENUE

Phone: (503) 620-5997

City/State: TIGARD, OR

Zip: 97224-4951

(Attach list if more than one)

Date Claimant Acquired Property: DECEMBER 10, 1992

Date Family Member of Claimant Acquired Property (if applicable): NA

Names and Relationships of Family Members that are Previous Owners (if applicable):

NA

(Attach list if additional space is needed)

Lien/Security Interest Holders of the affected property: WELLS FARGO HOME MORTGAGE

Address: _____ Phone: _____

City/State: _____ Zip: _____

(Attach list if more than one)

* When the owner and the applicant are different people, all owners of the affected property must sign this application in the space provided on the back of this form. If the affected property is owned by two or more persons and not all owners seek compensation, all owners who do not seek compensation shall sign a waiver of the right to compensation.

ROBERT E RUEDY
14185 SW 100TH AVE
TIGARD, OR 97224-4951
503-620-5997

8586

12/1/06

24-680/1230 3272
0176901726

Pay to the
Order of

CITY OF TIGARD

\$ 1,000.00

One thousand ⁰⁰⁰ and ⁰⁰/₁₀₀ exactly

Dollars



Security
Features
Details on
Back

© WELLS FARGO BANK, N.A.



Wells Fargo Bank, N.A.
Oregon
wellsfargo.com

For MEMARK 37 FLING

Robert E. Rudy

MP

RECEIVED

DEC 01 2006

CITY OF TIGARD
BUILDING DIVISION

K. Peerman

CITY OF TIGARD
ORDINANCE NO. 04-13

AN ORDINANCE AMENDING ORDINANCE 04-12 PROVIDING A PROCESS FOR CONSIDERATION OF CLAIMS FOR COMPENSATION UNDER 2004 BALLOT MEASURE 37, ADDING A NEW CHAPTER 1.20 TO THE TIGARD MUNICIPAL CODE, AND DECLARING AN EMERGENCY.

WHEREAS, on November 23, 2004, the City Council adopted Ordinance No. 04-02 without incorporating the written Exhibit A that had been distributed and directed that a revised Exhibit A be prepared to include specific changes; and

WHEREAS, a revised Exhibit A has been prepared that includes the changes requested by the Council; now, therefore;

THE CITY OF TIGARD ORDAINS AS FOLLOWS:

SECTION 1: Ordinance 04-12 is hereby amended by adding an Exhibit A to that ordinance in the form of the attached Exhibit A. The Tigard Municipal Code is consequently amended as provided in Ordinance 04-12 and Exhibit A.

SECTION 2: Because this ordinance is necessary for the preservation of the health, safety and welfare of the City, an emergency is declared to exist and this ordinance shall be in full force and effect immediately on passage.

PASSED: By majority vote of all Council members present after being read by number and title only, this 14th day of December, 2004.

Catherine Wheatley
Catherine Wheatley, City Recorder

APPROVED: By Tigard City Council this 14th day of December, 2004.

C. A. D.
Craig Dirksen, Mayor

Approved as to form:

Janet V. Kern
City Attorney

12.14.04

EXHIBIT A
TO CITY OF TIGARD ORDINANCE NO. 04.13

PROVIDING A PROCESS FOR CONSIDERATION OF CLAIMS FOR COMPENSATION UNDER 2004 BALLOT MEASURE 37, INCLUDING A PROVISION FOR ACTION BY NEIGHBORING PROPERTY OWNERS, ADDING A NEW CHAPTER 1.20 TO THE TIGARD MUNICIPAL CODE.

Chapter 1.20 Compensation for Reduction in Property Value

1.20.010 Purpose

The purpose of this Chapter is to provide procedures and standards for claims for compensation made pursuant to 2004 Measure 37.

1.20.020 Definitions

As used in this chapter, unless the context requires otherwise:

"Affected property" means the private real property that is alleged to have suffered a reduction in fair market value as result of the City's regulation restricting the use of that property and for which a property owner seeks compensation for the reduction in value.

"Claimant" means the property owner who submits a claim for compensation under Measure 37 in accordance with Section 1.20.030.

"Decision Maker" means the City Council or any person, board, commission, or other entity to whom the Council has delegated authority to make decisions on Measure 37 claims.

"Regulation" shall mean a provision of the City's comprehensive plan, Community Development Code and transportation ordinances.

"Restricts the use of property" means prohibiting a particular use of the property or making that use only permissible under certain conditions. Regulations requiring or setting fees to be charged are not restrictions on the use of property.

"Manager" means City Manager or designee.

1.20.030 Claims

A. A property owner wishing to make a claim against the City under Measure 37 shall first submit a written claim to the City. A claim under Measure must be in writing and include:

EXHIBIT A
TO CITY OF TIGARD ORDINANCE NO. 04.13

PROVIDING A PROCESS FOR CONSIDERATION OF CLAIMS FOR COMPENSATION UNDER 2004 BALLOT MEASURE 37, INCLUDING A PROVISION FOR ACTION BY NEIGHBORING PROPERTY OWNERS, ADDING A NEW CHAPTER 1.20 TO THE TIGARD MUNICIPAL CODE.

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"Manager" means City Manager or designee.

1.20.030 Claims

A. A property owner wishing to make a claim against the City under Measure 37 shall first submit a written claim to the City. A claim under Measure must be in writing and include:

1. Identification of the affected property. Identification may be by street address, subdivision lot number, tax lot number, or any other information that identifies the property.
2. The name and contact information of the person making the claim, the date the Claimant acquired the property, and, if applicable, the date that a family member of Claimant acquired the property and the names and relationships of family members that are previous owners.
3. A list of all persons with an ownership interest in or a lien on the property.
4. Identification of the regulation that is alleged to restrict the use of the affected property and a statement describing how the restriction affects the value of the property.
5. A statement whether the Claimant prefers compensation or a waiver, suspension or modification of the regulation, and a statement describing the extent to which the regulation would need to be waived, suspended or modified to avoid the need for compensation. A description of the proposed use must be provided.
6. The amount claimed as compensation and documentation supporting the amount. The documentation shall include a market analysis, an appraisal, or other documentation at least equivalent to a market analysis.
7. The name and contact information of the Claimant's authorized representative or representatives, if applicable.

1.20.040 Notice

The City shall provide notice of the hearing required by Section 1.20.070 to all owners of the property, lien holders and security interest holders, record owners of property within 500 feet of the property, recognized community participation organizations for the area the property is located, and anyone who has requested notice at least 7 days before the hearing. The notice shall identify the property, state the date, time and place of the hearing, state the amount of the claim or statement describing the extent to which the regulations would need to be waived or suspended, the City contact person and phone number, advise of the availability of the staff report and summarize the hearing procedures and nature of the claim. Failure of any person to receive notice or any defect in the notice shall not invalidate any action taken or decision made at the hearing.

1.20.050 Staff Report

City staff shall prepare a report analyzing the claim. The staff report may be reviewed by the Community Development Director, Finance Director, and Manager before being submitted to the Decision Maker.

The staff report shall be submitted to the Decision Maker, mailed to the Claimant, and made available to the public at least 7 days before the public hearing required by Section 1.20.070.

1.20.060 Decision Maker Proceedings

The Decision Maker shall hold a public hearing on the claim. The public hearing should normally be set within 150 days of submission of the claim but may be set at any time. The Decision Maker may hold an executive session on the claim at any time.

1.20.070 Public Hearing

The Claimant and any other person shall be provided a reasonable opportunity to present evidence and argument at the public hearing. The Decision Maker may limit the duration of testimony.

1.20.080 Decision Maker Decision

In deciding the claim, the Decision Maker may take any of the following actions:

1. Deny the claim based on any one or more of the following findings:
 - a. The regulation does not restrict the use of the private real property,
 - b. The fair market value of the property is not reduced by the passage or enforcement of the regulation.
 - c. The claim was not timely filed.
 - d. The Claimant is not the current property owner.
 - e. The Claimant or family member of Claimant was not the property owner at the time the regulation was adopted.
 - f. The regulation is a historically and commonly recognized nuisance law or a law regulating pornography or nude dancing.
 - g. The regulation is required by federal law.
 - h. The regulation protects public health and safety.
 - i. The City is not the entity responsible for payment. The City is not responsible if the challenged law, rule, ordinance, resolution, goal or other enactment was not enacted or enforced by the City.